



Solicitation **COVER SHEET**

IDENTIFICATION

Number	RFQS 5000 BYS4005
Title	Audio/Visual, Television Broadcast Equipment and Systems
Summary	Provide television equipment design, provision and installation services; independent television engineering consulting services; professional (broadcast) audio systems with installed sound and commercial audio video systems design, provision and installation services; post-production, archiving digital storage and engineering area network systems and components, design, provision and installation.
Type	Request for Qualifications Statements (RFQS)
Version (Addenda)	0

AUTHORIZED CONTACT PERSONS

Primary	Brenita Wilkison, Procurement Specialist III; (512) 974-3164; Brenita.selement@austintexas.gov
Secondary	Jim Howard, Procurement Specialist IV; (512) 974-2031; jim.howard@austintexas.gov
Subcontractor Questions	Small Minority Business Resources Department; (512) 974-7600; SMBRComplianceDocuments@austintexas.gov
Notes	See Solicitation Instructions, 3.1 Authorized Contact Persons.

IMPORTANT DATES

OFFERS DUE

Date and Time	Thursday January 7, 2021 at 2:00 PM Central Standard Time
Notes	See Solicitation Instructions, 5 Offer Submission.

OFFER OPENING

Date and Time	Thursday January 7, 2021 at 3:00 PM Central Standard Time
Notes	See Solicitation Instructions, 5 Offer Submission.

QUESTIONS DUE

Date and Time	Monday December 21, 2020 at 5:00 PM Central Standard Time
---------------	---

Submission Method	Email Only
Notes	See Solicitation Instructions, 3.2 Questions.

PRE-OFFER CONFERENCE

Conference (Yes/No)	Yes
Mandatory (Yes/No)	No
Date and Time	Thursday December 17, 2020 at 1:00 PM Central Standard Time
Location	<p>Microsoft Teams meeting</p> <p>Join on your computer or mobile app</p> <p>Click here to join the meeting</p> <p>Or call in (audio only)</p> <p>+1 512-831-7858,,764053427# United States, Austin</p> <p>Phone Conference ID: 764 053 427#</p>
Notes	N/A

PUBLISHED

Date	Thursday December 10, 2020 at 8:00 AM Central Standard Time
Available Online	https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm
Available Hardcopy	Purchasing Office; 124 w. 8 th Street, Suite 300; Austin, TX 78701

SOLICITATION DOCUMENTS

Document name	Pages	Date
<u>Solicitation Packet – RFQS 5000 BYS4005 Includes the following:</u>		
<u>Solicitation Cover Sheet</u>	3	
<u>Solicitation Instructions</u>	9	
<u>Terms and Conditions</u>	24	
<u>Scope of Work</u>	13	
<u>Appendix A - Potential Equipment Systems</u>	25	
<u>Offer and Certifications – RFQS 5000 BYS4005 – Complete and return</u>	5	
<u>Living Wages Contractor Certification – Complete and Return</u>	2	
<u>MBE/WBE Compliance Plan Package – Complete and Return</u>	21	

NIGP CODES

COMMODITY CODES

Code	Description
65595	Video Equipment and Accessories
84086	Video Systems (For Studio Quality Production)
92045	Software Maintenance/Support
92591	Video and Audio Design Engineering
93937	Electronic Equipment Maintenance and Repair



1 REQUEST FOR QUALIFICATION STATEMENTS

- 1.1 Invitation.** The City of Austin invites all Responsible Offerors to submit Offers to provide the services described in this Solicitation.
- 1.2 Documents.** This Request for Qualifications Statements ("RFQS" or "Solicitation") is composed of all documents listed in the Attachments section of the Solicitation Cover Sheet.
- 1.3 Changes.** The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any Addenda issued will be added to the Attachments section of the Solicitation Cover Sheet. The Version number displayed in the Solicitation Cover Sheet will indicate the number of Addenda issued. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.
- 1.4 Review of Documents.** Offerors shall review the entire Solicitation, as revised. Offerors shall notify the Authorized Contact Person(s) listed on the Solicitation Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.
- 1.5 Cancellation.** The City reserves the right to cancel this Solicitation at any time for any reason and to resolicit the goods and services included in this Solicitation.

2 PUBLICATION AND NOTICES

- 2.1 Publication.** This Solicitation was published in the City's financial services website, Austin Finance Online, as of the Published date displayed in the Solicitation Cover Sheet section.
- 2.2 Email Notices.** On the Solicitation's Published date, email notices regarding this Solicitation were issued to all vendors registered in Austin Finance Online, that had previously selected the NIGP Codes displayed in the Solicitation Cover Sheet section. All subsequent email notices regarding this Solicitation will be limited to those vendors or other persons that subscribe to this Solicitation in Austin Finance Online.
- 2.3 Newspaper Notices.** If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.
- 2.4 Third-Party Notices.** Austin Finance Online is the only source of official notices regarding this Solicitation. Prospective Offerors shall not rely on any notices concerning this Solicitation received from sources other than Austin Finance Online.

3 COMMUNICATIONS AND MEETINGS

- 3.1 Authorized Contact Persons.** The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet. Offerors needing assistance contacting an Authorized Contact Person regarding this Solicitation may also contact the Purchasing Office's main line at (512) 974-2500 and request assistance from any member of the Purchasing Office's management team. Offerors may direct specific questions concerning subcontractors and responding to the Minority-owned Business Enterprise and Women-owned Business Enterprise Procurement Program requirements to the SMBR contact, also listed on the Solicitation Cover Sheet.
- 3.2 Questions.** Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The City will publish one or more Addenda displaying all timely received questions and the City's responses to each for any information not already contained in the solicitation.
- 3.3 Vendor Help Desk.** For general questions concerning the City's online financial services system, Austin Finance Online, Vendor Connection ("Vendor Connection"), Offerors may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.
- 3.4 No-Lobbying.** This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement. (https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) The No-Lobbying period for this Solicitation starts on the Published Date displayed on the Solicitation Cover Page. The No-Lobbying Period continues through the earliest of the following: (i) the Solicitation is cancelled, (ii) the last of any resulting contract(s) are executed, or (iii) 60-days following

Council authorization of the last contract resulting from this Solicitation. The No-Lobbying Period continues throughout the completion of the solicitation process. During the No-Lobbying Period, Offerors, Respondents and/or their Agents shall not make any prohibited communications to City Officials or City employees other than the Authorized Contact Persons. Respondents includes both prospective and actual Offerors.

- 3.5 Pre-Offer Conferences.** The City may hold one or more pre-offer conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Offer Conference is being held and if attendance at this meeting is mandatory. If a Pre-Offer Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Offer Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 3.6 Site Visits.** The City may hold one or more site visits to allow prospective Offerors to inspect the location(s) where work under any resulting contract will be performed and to receive verbal questions. The Solicitation Cover Sheet will display if a Site Visit is being held and if attendance at this meeting is mandatory. If a Site Visit is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Site Visit will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)

4 OFFER PREPARATION

- 4.1 Offer Submittals.** Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal. At a minimum, submittals will include a Technical Offer, and an Offer and Certifications submittal.
- 4.2 Exceptions.** Offerors shall indicate if they take exception to any portions of the Solicitation in their Offer. Any exceptions included may negatively impact the City's evaluation of the Offer or may cause the City to reject the Offer entirely.
- 4.3 Offer Acceptance Period.** All Offers are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFQS closing date.
- 4.4 Proprietary and Confidential Information.** All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. Offerors seeking to keep any portions of their Offer confidential shall mark each such portion as "Proprietary". The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General's Office of the State of Texas, of any Offer contents marked as "Proprietary". A copyright notice or symbol is insufficient to identify proprietary or confidential information.
- 4.5 Cost of Offer Preparation and Participation.** Offerors are responsible for all costs related to the preparation of their Offer and incurred while participating in this Solicitation process.
- 4.6 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program.** If the solicitation includes an MBE/WBE Program Compliance Plan or Offeror intends to subcontract, the Offeror shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Subcontractor Utilization Plan as approved by the City (the "Plan").
- 4.7 Living Wages.** The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

4.8 Pricing Requirements – Non-Specified Items.

- 4.8.1 The City may purchase additional related items that are available from the Contractor in various quantities. Pricing for these non-specified items will be calculated based on a percentage markup over Contractors cost as identified in the Price Sheet under the Non-Specified Parts Section.
- 4.8.2 Offeror shall propose a percentage markup to their cost.
- 4.8.2.1 The percentage markup shall be fixed throughout the term of the Contract and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- 4.8.2.2 The Offeror may offer a different percentage discount or markup amount per manufacturer for any Non-Specified Part; however, parts within each manufacturer's product line shall be priced by taking the stated list price and applying that percentage discount or markup.

4.9 Equipment Trade-In.

- 4.9.1 The City has inventories of unused older operable and inoperable equipment and requests the ability to trade in equipment as value.
- 4.9.2 The City anticipates trade-in equipment would be a wholesale or junk values.
- 4.9.3 Vendor will prepare listings of trade-in equipment that provides the manufacturer, model, serial number and city inventory tag number (if available) before the City agrees to trade-in.

5 OFFER SUBMISSION

Offers in response to this Solicitation may be submitted using one of the following methods.

- 5.1 Electronic Offers.** Electronic Offers (electronic documents) shall be submitted to the City of Austin using the Solicitation's eResponse function, available through the City's online financial system, Austin Finance Online. To submit Electronic Offers using the eResponse function, Offeror's must first be registered as a vendor with the City of Austin in Austin Finance Online.

See [Instructions, Submitting Offers in Austin Finance Online.](#)

- 5.1.1 **Due Date and Time for Electronic Offers.** Electronic Offers in response to this Solicitation shall be submitted via eResponse by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The system time within Austin Finance Online shall be the official time of record for Electronic Offers.
- 5.1.2 **Withdrawing Electronic Offers.** Electronic Offers submitted online in response to this Solicitation may be withdrawn, revised and resubmitted using the eResponse function any time prior to the Solicitation's Due Date and Time. Withdrawn Electronic Offers may be resubmitted, with or without modifications, up to the Solicitation's Due Date and Time.
- 5.1.3 **Late Electronic Offers.** The Solicitation's eResponse function in Austin Finance Online will not allow Electronic Offers to be submitted past the Solicitation's Due Date and Time.
- 5.1.4 **Opening Electronic Offers.** The information regarding Electronic Offers will become available on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Electronic Offers are opened, the names of each Offeror would be displayed within the Solicitation's eResponse section. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will also be displayed in the eResponse section.

- 5.2 Hardcopy Offers.** Hardcopy Offers (physical documents including paper and flash drives) must be returned in a sealed envelope and shall be delivered to the City of Austin's Purchasing Office at one of the following addresses, depending on the delivery method:

Deliveries by US Mail	Deliveries by Courier Services (e.g., FedEx, UPS, etc.) and In-Person Deliveries
City of Austin Purchasing Office Response to Solicitation: RFQS 5000 BYS4005 P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Purchasing Office Response to Solicitation: RFQS 5000 BYS4005 124 W 8 th Street, Rm 310 Austin, Texas 78701 Reception Phone: (512) 974-2500

- 5.2.1 **Due Date and Time for Hardcopy Offers.** Hardcopy Offers in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Offers.
- 5.2.2 **Withdrawing Hardcopy Offers. See below for changes due to the COVID-19 pandemic.**
- 5.2.3 **Late Hardcopy Offers.** All Hardcopy Offers received after the Solicitation's Due Date and Time will be rejected. Late Hardcopy Offers that are inadvertently received by the City shall be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the Solicitation's Due Date and Time. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Hardcopy Offer arriving on time. The City may, at its sole discretion, receive a late Hardcopy Offer if the City's misdirection or mishandling was the sole or main cause for the Hardcopy Offer's late receipt at the designated location.
- 5.2.4 **Opening Hardcopy Offers.** The City will open Hardcopy Offers on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Hardcopy Offers are opened, the names of each Offeror would be read aloud. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will be available to read aloud. If no one is in attendance at the Solicitation Opening, the aggregate price will be read aloud, with the remaining Price Offer available for public inspection immediately following the Solicitation opening.
- 5.3 Special procedures due to 2020 COVID-19 Pandemic.**
- 5.3.1 **Confirmation of Submittals –** Due to the current Pandemic circumstances, the City is not able to provide written confirmation of Hardcopy Offers when they are received or able to verify receipt of Hardcopy Offers or provide signature confirmation of Offers delivered by common carriers.
- 5.3.2 **Withdrawing Hardcopy Offers –** Hardcopy Offers may be withdrawn in writing or by email at any time prior to the Solicitations Due Date and Time. Offerors must send emails to withdraw Offers to the following email address: PurchasingAdmin@austintexas.gov
- 5.3.3 **Solicitation Openings - Due to the current Pandemic circumstances,** the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct this Solicitation opening via live webcast at the following website: https://www.austintexas.gov/financeonline/afo_content.cfm?s=66 .
- When conducting a Solicitation opening via webcast, the City will read the applicable information from Hardcopy Offers aloud and will referring the public to the Solicitation's eResponse section to view the remaining Electronic Offers.

6 OFFER EVALUATION

- 6.1 Minimum Responsiveness.** Offers are Minimally Responsive when they include all of the Submittals listed in this Solicitation, completed and with sufficient detail in each to evaluate the Offer in accordance with Solicitation's Instructions and any further instructions within each Submittal. Offers that are not Minimally Responsive may be rejected.
- 6.2 Clarifications.** Any time after the opening of Offers, the City may contact Offerors to ask questions about their Offers contents in order to better understand these contents as-written. Responses to clarification questions, whether done verbally or submitted in writing, do not change the Offer's contents.
- 6.3 Evaluation.** Offers that are Minimally Responsive will be evaluated based on the Evaluation Factors listed in Section 11.1 of the Solicitation Instructions. Offers that are Minimally Responsive will be evaluated based on Evaluation Factors listed in the Submittals section of the Solicitation. Evaluation Factors correspond to their specified Submittals and shall indicate their respective weighting next to each. Submittals not identified as Evaluation Factors will be evaluated on a pass / fail basis in accordance with the Solicitation's Instructions and any further instructions within each Submittal. The City's evaluation may be made without Clarifications or Discussions with Offerors.
- 6.4 Contract Development.** After evaluations are complete, the City will contact the highest evaluated Offeror and request a work plan for completing the Scope including pricing. The City will negotiate with this Offeror until a successful contract is negotiated and approved by both parties. If a contract cannot be agreed to, the City will then request a work plan for completing the scope of work including pricing from the second highest evaluated Offeror. The City will then negotiate with this Offeror until a successful contract is negotiated and approved by both parties. If a contract cannot be agreed upon by this Offer the City will then proceed with

the next highest Offeror, repeating this process with each sequential Offeror until a contract can be agreed to by both parties.

- 6.5 Interviews/Presentations.** The City may require that one or more Offeror submitting the highest rated Offers participate in interviews and/or presentations.

7 CONTRACT AWARD AND EXECUTION

- 7.1 Award Determination.** City staff will recommend Contract award to the Offeror(s) submitting the highest rated Offer(s) based on the Evaluation Factors set forth in this Solicitation which the City is able to successfully negotiate a contract with. The Award Determination will be published to Austin Finance Online and notice will be sent to all Offerors subscribed to the Solicitation.
- 7.2 Multiple Awards.** If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the Offeror(s) submitting the next highest rated Offer(s).
- 7.3 Contract Execution.** Contracts within the City Manager's authority will be awarded and executed simultaneously. Contracts above the City Manager's authority will be executed following their authorization by the Austin City Council.

8 ADMINISTRATIVE MATTERS

- 8.1 Solicitation File.** All documents included in this Solicitation, and all timely received Offers in response to this Solicitation, except for Offer contents deemed by Offerors to be proprietary and confidential, will be available for public inspections upon the execution of the contract.
- 8.2 Debriefings.** Offerors may request a debriefing meeting to ask any questions concerning the Solicitation's contents, process or the evaluation of their Offer. Debriefing meetings are informal exchanges and may be requested anytime following the earlier of (i) after the contract resulting from this Solicitation is executed, or in the case of multiple awards, the last contract is executed; (ii) the date the Solicitation is cancelled. Debriefings are not public called meetings in accordance with the Texas Open Meetings Act and are usually limited to a single Offeror and any of their representatives. Only information regarding the Solicitation documents and the Offeror's Offer (including City's evaluation of the Offer) in response to the Solicitation will be discussed.
- 8.3 Reservations.** The City expressly reserves the right to the following: (i) specify approximate quantities in the Solicitation; (ii) extend the Solicitation closing date and time; (iii) add additional terms or modify existing terms in the Solicitation; (iv) reject an Offer containing exceptions, additions, qualifications or conditions not called for in the Solicitation; (v) reject an Offer received from an Offeror who is currently debarred or suspended by the City, State, or Federal Government; (vi) reject an Offer that contains fraudulent information; (vii) reject an Offer that has material omissions; (viii) reject or cancel any or all Offers; (ix) reissue a Solicitation; (x) procure any item by other means; (xi) consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; (xii) reject an Offer if prices in the Offer are unbalanced (significantly less than cost for some items and significantly more than cost for others) and/or (xiii) waive any minor informality in any Offer or procedure so long as the deviation does not affect the competitiveness of an Offer or the process.
- 8.4 Protests.** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- 8.4.1** Protest regarding the Solicitation (Pre-Submittal Protest). Any protest regarding the Solicitation by the City shall be filed no later than five (5) days prior to the due date and time for Offers. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.
- 8.4.2** Protests regarding the evaluation of Offers. Any protest regarding the evaluation of Offers by the City shall be filed with the City no later than five (5) days after the notification of award recommendation is posted on Austin Finance Online, or notification that the protestor's status as a Offeror has changed, such as notification that an Offer has been found to be non-responsive or an Offeror has been found to be non-responsible. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Offerors may only protest the evaluation of their Offer.

- 8.4.3 Protest Regarding Award of Contract (Post-Award Protest). Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.
- 8.4.4 You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.
- 8.4.5 Your protest shall be concise and presented logically and factually to help with the City's review.
- 8.4.6 When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
- 8.4.7 The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- 8.4.8 A decision will usually be made within fifteen (15) calendar days after the hearing.
- 8.4.9 The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- 8.4.10 When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.

8.5 Interested Parties Disclosure. As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

9 DEFINITIONS

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

"Addendum" means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

"Best Offer" means the best evaluated Offer in response to a Request for Qualifications Statements.

"Best Offeror" means the Offeror submitting the Best Offer.

"City" means the City of Austin, a Texas home-rule municipal corporation.

"Offer" means a complete signed response to a Solicitation including, but not limited to, a Request for Qualification Statements.

"Offeror" means a person, firm, or entity that submits an Offer in response to this Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

"Purchasing Office" refers to the Purchasing Office in the Financial Services Department of the City.

"Purchasing Officer" means the director of the Purchasing Office and the principle recipient of procurement authority from the City Manager.

"Request for Qualification Statements" means all documents utilized for soliciting Qualifications Statements.

"Responsible Offeror" means the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

"Responsive" means meeting all the requirements of a Solicitation.

"Solicitation" means this Request for Qualification Statements or RFQS.

10 OFFER SUBMITTALS

10.1 Executive Summary. In no more than three pages, provide an Executive Summary in brief, concise terms of your qualifications related to this RFQS. Include the number of years your organization has been in business, the number of years in the industry, a summary of your organization's history and experience, and how your organization is the most qualified to carry out the Scope of Work. The offeror shall provide a numeric list of the category(s) corresponding to the Scope of Work that they are responding to.

10.2 Authorized Negotiator. Include name, address, email, and telephone number of a person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

NOTE: A separate response to the below sections (Section 10.3 through Section 10.10) shall be submitted for each category listed in the Executive Summary. Each category shall be bookmarked.

10.3 Company Qualifications and Experience. The Offeror must provide a description of their qualifications to assume the responsibilities required for this opportunity, including:

10.3.1 Provide five (5) projects of similar scope and type to the specific category your firm is qualifying for. **Projects should be diverse in types of installations. The City prefers at least three (3) installation types.**

10.4 Firm History and Presence.

10.4.1 Describe the Prime Firm's design philosophy, design methodology, and its process for integrating institutional standards into design.

10.4.2 Describe the Firm's quality assurance program explaining the method used and how the firm maintains quality control during the development of Construction Documents and quality assurance during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to Criteria 10.3.1.

10.4.3 Describe your project team's demonstrated technical competence and management qualifications with institutional projects, particularly those for higher education.

10.4.4 The City has specific system design standards and specification requirements for installation projects. Describe how you have previously incorporated Owner requirements into projects.

10.4.5 Describe your cost estimating methods for the design and installation phases that you have used on previous projects. How do you develop cost estimates and how often are they updated?

10.4.6 Describe your understanding of any project risks as well as methods and techniques your firm uses to mitigate those risks.

10.5 Relevant Company Experience

10.5.1 References and Recommendations –Provide a customer reference list of five (5) organizations with which you currently have contracts with and/or has previously provided services of diverse installation types. Reference list to include, company name, contact person, email address, telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.). References shall be considered relevant based on specific project participation and experience with the Respondent. The City may

contact references during any part of this process. The City reserves the right to contact any other references at any time during the RFQS process.

10.6 Project management Structure.

- 10.6.1 Provide a statement of interest for the project including a narrative describing the Firm's and Project Team's unique qualifications as they pertain to this particular project.
- 10.6.2 Provide a statement on the availability and commitment of the Firm and its principal(s) and assigned professionals to undertake the project.
- 10.6.3 Describe your experience in developing Project Management Structures for projects meeting the requirements of the Scope of Work.
- 10.6.4 Describe and provide examples of the way in which your firm develops and maintains work schedules to coordinate with the Owner's project schedule.
- 10.6.5 Describe your cost estimating methods for the design and installation phases. How do you develop cost estimates and how often are they updated?
- 10.6.6 Provide resumes and related qualifications for the key project management personnel identified in 10.6.1.
- 10.6.7 Describe your firm's experience in and techniques for managing complex, multi-stage projects.

10.7 Warranty Policies

- 10.7.1 Describe your firm's average time to repair systems in past projects.
- 10.7.2 Describe how your firm determines which warranty level options are available and recommended?

10.8 Training

- 10.8.1 Provide a list of manufacturers/equipment that your firm is an authorized reseller/trainer for.
- 10.8.2 Provide a list of past training hours on representative equipment for the category in which your firm is qualifying for.

10.9 Level of Proposed Equipment Capabilities

- 10.9.1 Provide a list of other suppliers not listed in 10.8.1 above.
- 10.9.2 Provide a full list of equipment used in projects detailed in 10.3.1 above.

10.10 Organization Chart

- 10.10.1 Provide a brief history of the Firm and each position proposed for these projects.
- 10.10.2 Provide a company org chart and resumes for key personnel that will be involved in these projects. Include a description of available resources (Note: Key personnel must be committed to this contract for its duration unless excused by the City.)

11. Evaluation of Offers**11.1 Evaluation Factors**

RFQS Evaluation Factors	Maximum Points
Installation Experience—10.1, 10.3.1, and 10.4	25
Project Management Structure and Experience – 10.6	20
Training Qualifications as pertains to the Scope of Work – 10.8	20
Equipment Capabilities – 10.9	15
Post Installation Service and Warranty Qualifications – 10.7	15

References and Recommendations – 10.5.1	5
Total	100

- 11.2 Interviews and/or presentations, Optional.** The City will score Offers on the basis of the criteria listed above. The City may select a “short list” of Offerors based on those scores. “Short-listed” Offerors may be invited for interviews or presentations with the City. The City reserves the right to re-score “short-listed” Offers as a result, and to make award recommendations on that basis.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

The Contractor agrees that the Contract shall be governed by the following terms and conditions.

1 GENERAL

1.1 TERM OF CONTRACT:

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

1.2 INDEFINITE QUANTITY:

The quantities and/or services listed herein are estimates of the goods and services needed by the City for the period of the Contract. The City reserves the right to purchase more or less of these quantities and/or services as may be required during the Contract term. Quantities and/or services will be as needed and specified by the City for each order. Unless specified in the Contract, there are no minimum order quantities.

1.3 INVOICES:

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, the master agreement number (if applicable), the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.
- D. **Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all** Subcontracting and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the Invoiced amount. The City will furnish a tax exemption certificate upon request.

1.4 PAYMENT:

- A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- B. If payment is not timely made, (per Paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code §2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the Invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. Delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. Third party claims, which are not covered by the insurance which the Contractor is required to provide under the terms of this Contract, are filed or there is reasonable evidence indicating probable filing of such claims;
 - iii. Failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. Damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. Reasonable evidence demonstrates that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. Failure of the Contractor to submit proper Invoices with all required attachments and supporting documentation; or
 - vii. Failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

1.5 FINAL PAYMENT AND CLOSE OUT:

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project Manager or Contract Manager no later than the 15th calendar day after completion of all work under the Contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- i. A waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
- ii. A waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

1.6 SPECIAL TOOLS & TEST EQUIPMENT:

If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this Order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

1.7 AUDITS AND RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
 - i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
 - ii. The Contractor shall retain all records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

1.8 FINANCIAL DISCLOSURES AND ASSURANCE:

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

1.9 RIGHT TO ASSURANCE:

Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. If no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

1.10 STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

1.11 DEFAULT:

The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

1.12 TERMINATION FOR CAUSE:

In the event of a default by either party, the non-defaulting party shall have the right to terminate the Contract for cause, by written notice effective ten 10 calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law.

1.13 ATTORNEY'S FEES:

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

1.14 TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 30 calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

1.15 FRAUD:

Fraudulent Statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

1.16 DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

1.17 FORCE MAJEURE:

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

1.18 INDEMNITY:

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

- i. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
 - (1) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
 - (2) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
- ii. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
- iii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
- iv. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
- v. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
- vi. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

B. ***THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***

C. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- D. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
- i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
 - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- E. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- F. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

1.19 NOTICES:

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the assigned Procurement Specialist.

1.20 CONFIDENTIALITY:

The Contractor may be granted access to certain of the City's or licensor's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information to permit the City reasonable time to seek an appropriate protective Order. The Contractor agrees to use protective measures no less stringent than the Contractor uses in its business to protect its own most valuable information. In all circumstances, the Contractor's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- B. The Contractor agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, (iii) to promptly notify City of any request for Confidential Information to be disclosed under any law or Order of any court or other governmental authority with proper jurisdiction, so as to permit City reasonable time to seek an appropriate protective Order, and (iv) to use measures to protect the Confidential Information that are no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of City, the Contractor shall promptly return to City all tangible items of Confidential Information furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- D. No expiration or termination of the Contract shall affect either party's rights or obligations with respect to Confidential Information.
- E. The parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.
The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

1.21 TEXAS PUBLIC INFORMATION ACT:

- A. All material submitted by the Contractor to the City related to the Contract shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
 - i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
 - ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
 - iii. On completion of the Contract, either:
 - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or
 - (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

1.22 PUBLICATIONS:

All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

1.23 ADVERTISING:

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

1.24 NO CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

1.25 GRATUITIES:

The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were Offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

1.26 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any Solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that Solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

1.27 INDEPENDENT CONTRACTOR:

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

1.28 ASSIGNMENT DELEGATION:

The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity

**CITY OF AUSTIN
TERMS AND CONDITIONS**

not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

1.29 WAIVER:

The claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

1.30 MODIFICATIONS:

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

1.31 INTERPRETATION:

The Contract is intended by the parties as a final, complete and exclusive Statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1.32 DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of

**CITY OF AUSTIN
TERMS AND CONDITIONS**

participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

1.33 JURISDICTION AND VENUE:

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another State or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

1.34 INVALIDITY:

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

1.35 HOLIDAYS:

The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24

**CITY OF AUSTIN
TERMS AND CONDITIONS**

Christmas Day	December 25
---------------	-------------

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

1.36 SURVIVABILITY OF OBLIGATIONS:

All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

1.37 COOPERATIVE CONTRACT:

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

1.38 NON-DEBARMENT CERTIFICATION:

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. The Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

1.39 EQUAL OPPORTUNITY:

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City Contracts until deemed compliant with Chapter 5-4.
- B. **Non-Retaliation:** The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.
- C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

1.40 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION:

Pursuant to *Amawi v. Pflugerville Independent School District*, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any “company” for goods or services unless the following verification is included in this Contract.

- A. For the purposes of this Section only, the terms “company” and “boycott Israel” have the meaning assigned by Texas Government Code §2271.001.
- B. If the Contractor qualifies as a “company”, then the Contractor verifies that he:
 - i. does not “boycott Israel”; and
 - ii. will not “boycott Israel” during the term of this Contract.
- C. The Contractor’s obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

1.41 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

1.42 SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or Subcontractor Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Subcontractor Plan as approved by the City (the “Plan”). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor’s Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager no later than the 10th calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written Contract between the Contractor and Subcontractor. The terms of the Subcontract may not conflict with the terms of the Contract and shall contain provisions that:
 - i. Require that all Deliverables and services to be provided by the Subcontractor be provided in strict accordance with the provisions, Specifications and terms of the Contract;
 - ii. Prohibit the Subcontractor from further Subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- further Subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. Require Subcontractors to submit all Invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its Invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. Require that all Subcontractors obtain and maintain, throughout the term of their Contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. Require that the Subcontractor follow terms as defined in section, AUDITS AND RECORDS and City Code Chapter 2-11
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any Contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than 10 calendar days after receipt of payment from the City.

1.43 RETAINAGE:

The City will withhold ten (10) percent retainage until completion of all work required by the Contract. The Contractor's Invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an Invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly Invoiced or for defective, incomplete or non-conforming work under the Contract.

1.44 NON-SPECIFIED ITEMS:

The City may purchase additional related items that are available from the Contractor. Pricing for these non-specified items will be calculated based on a percentage markup over Contractors cost, percentage discount of list price or as otherwise identified in the Price Sheet under the Non-Specified Items Section. The percentage markup or discount shall be fixed throughout the term of the Contract and are not subject to increase. They shall also remain firm through subsequent Contract extension options. The City may request additional information from the Contractor to substantiate the percentage markup or discount prior to placing an order.

1.45 MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:

The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein no later than the tenth calendar day of each month.

1.46 INSURANCE:

A GENERAL INSURANCE REQUIREMENTS:

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City prior to Contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a

**CITY OF AUSTIN
TERMS AND CONDITIONS**

previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office

P.O. Box 1088

Austin, Texas 78767

OR

PUInsuranceCompliance@austinTexas.gov

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.
- v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than \$499,999 shall be disclosed on the Certificate of Insurance.
- xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
- xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum insurance in the types and

**CITY OF AUSTIN
TERMS AND CONDITIONS**

amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Form WC420304, or equivalent coverage;
 - b. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.
- ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
 - b. Independent Contractors coverage (Contractor/Subcontracted work);
 - c. Products/Completed Operations Liability for the duration of the warranty period;
 - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
 - b. 30 Day's Notice of Cancellation, Endorsement CG 0205, or equivalent coverage;
 - c. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
- iii. **Business Automobile Liability Insurance:** Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
 - b. 30 Days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
 - c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability/Technology Errors and Omissions Insurance:** The Contractor shall provide coverage, at a minimum limit of \$5,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. If endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

2 GOODS

2.1 DELIVERY AND PACKAGING TERMS:

- A. **DELIVERY AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. destination, prepaid and allowed unless otherwise specified. Unless otherwise stated in this Contract, the Contractor's price shall be deemed to include all delivery and transportation charges of required mode of transportation. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be set forth in the block of the Purchase Order or Delivery Order entitled "SHIP TO" and/or Offer Sheet. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays. The City expressly reserves all rights under law, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables.
- B. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach. However, the Contractor shall have the right to substitute a conforming tender; provided if the time for performance has not yet expired. The Contractor shall notify the City of the intention to cure and may then make a conforming tender within the time allotted in the Contract.
- C. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** All Deliverables must be shipped complete unless arrangements for partial shipments are made in advance. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables or Services. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.
- D. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables.
- E. **CONTRACTOR PACKAGING DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and Purchase Order or Delivery Order number and the price agreement number if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear the cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable Specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2.2 WARRANTY:

**CITY OF AUSTIN
TERMS AND CONDITIONS**

A. PRICE:

- i. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- ii. The Contractor warrants that its prices provided in this Contract are no higher than its current prices on orders for similar goods under similar terms of purchase.

B. TITLE & RISK OF LOSS: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

C. DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the Specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- i. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- ii. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.
- iii. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
- iv. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall fully assist and cooperate with the City to enforce such manufacturer's warranty for the benefit of the City.

2.3 WARRANTY BY CONTRACTOR AGAINST INFRINGEMENTS:

- A. The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the Specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any

**CITY OF AUSTIN
TERMS AND CONDITIONS**

third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims.

- B. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties Stated in this Contract.
- C. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's Specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this Paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

2.4 RESTOCKING FEES:

- A. The Contractor may bill the City restocking fees (if specifically authorized by this Contract) for parts that are Ordered by the City under the Contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

2.5 PUBLISHED PRICE LISTS:

The Published Price List may be superseded or replaced during the Contract term only if price revisions are the result of a modification to the manufacturer's official Published Price List. Written notification from the Contractor of price changes, along with one copy of the revised manufacturer's official Published Price List must be submitted to the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision. The discounts or markups on equipment rental, material, supplies, parts, and Contract services shall be fixed throughout the term of the Contract and are not subject to increase. Failure to submit written notification of Published Price List revisions will result in the rejection of new prices being Invoiced. The City will only pay Invoices according to the last approved price list.

2.6 OWNERSHIP AND USE OF DELIVERABLES:

The City shall own all rights, titles, and interests throughout the world in and to the Deliverables, except as stated below.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights. In and to such Deliverables, provided however, that nothing in this Paragraph shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, Specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Clause shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above

3 SERVICES

3.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables or Services. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

3.2 WORKFORCE:

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not while engaged in participating or responding to a Solicitation or while in the course and scope of delivering goods or services under a City of Austin Contract or on the City's property:
- i. Illegally use or possess a firearm, except as required by the terms of the Contract; or
 - ii. Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has illegally possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

3.3 GUARANTEE – SERVICES:

The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices following the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from final acceptance. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the services warranty standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

3.4 TRAVEL EXPENSES:

All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the current United States General Services Administration Domestic Per Diem rates as published and maintained online at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

No amounts in excess of the Travel Policy or rates shall be paid. All Invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

3.5 PLACE AND CONDITION OF WORK:

The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and Specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and

**CITY OF AUSTIN
TERMS AND CONDITIONS**

holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

3.6 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:

The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable Federal, State, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this Paragraph.

3.7 LIVING WAGES:

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austinTexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this Solicitation. In addition, the City may stipulate higher wage rates in certain Solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act.
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first Invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the Contract. The City reserves the right to request individual Employee Certifications at any time during the Contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the Contract. The Employee Certification form is available on-line at https://www.austinTexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of Contract award with the respective Invoice to verify that employees are paid the Living Wage throughout the term of the Contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the Contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in Paragraph C above to verify compliance with this provision.

3.8 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to City buildings by the Contractor, all Subcontractors and their employees will be strictly controlled, at all times, by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City buildings at least

**CITY OF AUSTIN
TERMS AND CONDITIONS**

30 days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than 20 days after receipt of the Contractor's submittal.

- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the Contract, the Contractor shall so notify the City's Contract Manager, in writing, within 10 days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving City buildings and security badges must be on display, at all times, when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and Subcontractors are kept fully informed as to these requirements.

3.9 AUSTIN CONVENTION CENTER DEPARTMENT SPECIFIC WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.
- B. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Operations Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Operations Center or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
- C. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
- D. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
- E. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
- F. Any ACCD employee may check an individual's status or contact Security Operations Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
- G. Restricted areas of the facility with signs stating "Authorized Personnel Only", "Restricted Access", "Client Access Only" or "No Access" are off limits to all persons except those authorized.
- H. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
- I. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using

**CITY OF AUSTIN
TERMS AND CONDITIONS**

their access privileges should bring the person directly to the Security Operations Center to be checked-in.

- J. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
- K. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
- L. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
- M. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Operations Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

3.10 AVIATION SPECIFIC WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Airport Security: Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.
- B. Security Badges: Contractor and employees assigned to work on this contract shall be required to obtain a security badge which must be worn at all times while within security restricted areas of ABIA premises. Security badge access will be limited to the minimum amount of access portals necessary. All Contractor employees, subcontractors or agents must comply with all airport and related Federal security restrictions. Violations may result in the Contractor receiving a TSA fine and/or the dismissal of the employee from the ABIA premises. Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's non-compliance.
- C. Background Investigation: An application for each security badge can be obtained from the Airport Security and I.D. Section. A minimum ten (10) year background investigation and fingerprinting will be conducted on all applications for security badges. The City of Austin, Department of Aviation shall incur the costs of fingerprint check and administrative fee for Contractor personnel that require access to the airport site.
- D. Badge Fees: The City of Austin, Department of Aviation shall incur the cost of the airport security badge, for each Contractor employee, subcontractor or agent assigned to work on this contract and requires access to the airport site. Contractor is responsible for replacement costs and any other fees associated with lost security items. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the Contractor as follows: 1st replacement - \$65; 2nd replacement - \$90; 3rd replacement - \$115; etc. Upon expiration of this contract, the Contractor shall return all security badges to the Airport Security and I.D. Section. Loss or failure to return a non-expired security access badge or other security item will result in a fee of \$500.00 per badge to be deducted from contract payment after the contract has expired/closed.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- E. Each employee, subcontractor or agent who receives an airport security badge will be required to attend and successfully complete an Airport Safety and Security Training and Familiarization class, approximately one (1) hour in length, at no cost to the Contractor.
- F. The Contractor shall comply with all other security requirements imposed by the City. The City will provide the Contractor with written notice of any revision to the security requirements. Contractor shall ensure that all employees and subcontractors are kept fully informed of all security requirements and shall update employees, subcontractors and agent as those requirements are revised.

Scope of Work
RFQS 5000 BYS4005
Professional and Commercial Audio/Visual, Television Broadcast Equipment and Systems
Procurement and Related Services

1.0 Introduction

About the City of Austin

The City of Austin (City), Texas, population 840,000, is the 13th largest city in the country. This vibrant and dynamic city tops numerous "Best" lists for business, entertainment, cost of living and quality of life. Austin was selected as the "Best City for the Next Decade" (Kiplinger), the "Top Creative Center" in the US (Entrepreneur.com) and is in the Top Seven List of Intelligent Communities for 2012 as ranked by the Intelligent Community Forum. Austin continues to lead the country with its vision of being the "Most Livable City in the Country", emerging as a player on the international scene with such events as SXSW, Formula 1 and being home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems. From the home of state government and the City of Texas, to the "Live Music Capital of the World" and its growth as a film center, Austin has gained worldwide attention as a hub for education, business, health, and sustainability. Since 1900, Austin's population has doubled every 20 years, with continued projected record-breaking growth into the next decade and beyond.

About ATXN

The City's television video channel, ATXN, which has grown from airing a single weekly Council meeting in 1982 to covering about 550 City Hall meetings (live and recorded) each year. The operation has moved beyond its original mission of cablecasting City Council and board and commission meetings to producing original programming for a number of City departments to help fulfill their communications mission. ATXN is an award-winning organization and has been awarded numerous Lone Star Emmys and trade association awards.

While ATXN is a part of the City's Communications and Public Information Division, its staff is tied into a number of other City departments that have requested additional services. ATXN provides live and pre-recorded meeting coverage from three locations within City hall, two locations at the Austin Central Library with three remote locations coming on-line within the next 12-18 months.

The amount of meeting coverage, often happening simultaneously, requires equipment and automation to keep the number of personnel under control and requires equipment systems that are enterprise reliable and user friendly.

2.0 Purpose

The purpose of this contract is to provide television equipment design, provision and installation services; independent television engineering consulting services; professional (broadcast) audio systems with installed sound and commercial audio video systems design, provision and installation services; post-production, archiving digital storage and engineering area network systems and components, design, provision and installation.

These specialty sections of this Scope of Work (SOW) will provide the City the option to purchase television production, broadcast, distribution and engineering equipment, commercial audio/visual (A/V) presentation systems and related services; including equipment, support, repair, training, engineering design and installation as well as subcontracted Contractors to provide specialized services for the City of Austin. Additional City departments will also utilize Contractors for projects outside of City Hall. The projects may include but are not limited to large and small conference rooms, training rooms, huddle rooms, etc. Each project will have differing levels of needed equipment.

There are five distinct categories for this scope of work that are separated by discipline. These are:

- Category 1 - Television equipment systems (design, provision and installation services).
- Category 2 - Professional (broadcast) data (storage, content ingest and network design, provision and installation services).
- Category 3 - Independent television engineering consulting services.
- Category 4 - Professional (broadcast) A/V presentation and commercial audio systems (design, provision and installation services).

Scope of Work
RFQS 5000 BYS4005
Professional and Commercial Audio/Visual, Television Broadcast Equipment and Systems
Procurement and Related Services

Category 5 - Commercial audio, video and presentation systems (design, provision and installation services).

Installation at various locations may include any or all categories listed above. Cooperation and coordination for installation between all categories with a seamless installation. Each of the above categories will be evaluated separately. However, contractors are encouraged to submit qualifications for multiple categories.

Activities and projects during the contract term may include, but are not limited to:

- Remote production facilities with connectivity to City Hall for remote production at the Planning and Development Center at Highland Mall; Austin Water Utility at Waller Creek Office Building and Austin Energy at the Mueller development. These are scheduled for immediate installation. More locations are planned for the future.
- Reconfiguration of master control systems and control rooms to provide for increase in control room capabilities (ability to control more production facilities) and including increased workflow efficiencies. Implementation of master control major equipment systems relocation to the City hall basement GAATN room.
- Expansion of remote (satellite) meeting production facilities. Facilities include on-location production and the ability to remotely produce. Multiple facilities are expected to come on-line in the next three years.
- Reconfiguration of current meeting room production systems to provide for increase in usage and including increased workflow efficiencies.
- Repair and or replacement of existing portable production equipment and postproduction systems and equipment.
- Independent Engineering Design and consultation services.
- A/V and Broadcast Audio Systems: provide full maintenance services on all existing City Hall AV equipment and provide AV consulting and installation services for any future upgrade or replacement. Maintain ATXN professional (broadcast) audio systems.
- GAATN Room (Master Control/NOC) for connections to cable TV companies and all PEG entities. Systems include transport encoders with automated redundancy, routing and complete quality control systems.
- Fiber communications and intercom. Re-work and add to existing system. Centralize management equipment systems for operation. Provide wireless intercom to all ATXN locations.
- A/V Systems: provide full maintenance services on existing City of Austin A/V equipment and provide A/V consulting and installation services for any future upgrade or replacement. This may include large conference room displays w/internet and HDMI/DVI connectors (optionally integrated web cam or connected micro PC & web cam); screen share devices, cabling, software, control panels; IP conference phones w/extended microphone capability; conference room scheduling displays; screen projection systems integrated (wireless) external speakers; remote wireless microphones.
- Replacement and/or upgrade of near end of life equipment systems in all categories

3.0 Term of Contract

This Contract shall remain in effect for an initial term of twenty-four (24) months or the City terminates the Contract. This Contract may be extended automatically beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option.

4.0 The Contractor shall be responsible for the following services and demonstrate prior experience performing these services:

Scope of Work
RFQS 5000 BYS4005
Professional and Commercial Audio/Visual, Television Broadcast Equipment and Systems
Procurement and Related Services

4.1 General Requirements

- 4.1.1 Verify conditions and dimensions at all job sites prior to installation. Provide installation in accordance with specifications, drawings and the installation recommendations of products manufacturer. Be responsible for installation of proper grounding required by the systems.
- 4.1.2 Provide complete and turnkey system design, and installation of any and all equipment required. Contractors shall be required to work with the city to determine appropriate equipment to satisfy all required needs by project. Build and test all components of all systems to the satisfaction of City personnel.
- 4.1.3 Conduct tests and inspections after installation has been completed in order that the City may be assured that the requirements for installation are met.
- 4.1.4 Ensure that all records and reports, City relations, engineering, metering, inspections, testing, quality or service standards, and safety measures comply with standards applicable to the State of Texas.
- 4.1.5 Make any needed changes to the layout drawings as to accurately depict the as-built condition of all the above as they were installed. These scale drawings shall be of high quality, reproducible material and shall be turned over to the Project Engineer not more than twenty (20) days after acceptance of the system installation. The City will not make final payment until it has received and accepted these drawings.
- 4.1.6 Be solely responsible for the performance of the delivered system and for furnishing complete system documentation for each and every part of the system as detailed in Sections 4.2 and 4.3. Nothing in the specification shall relieve respondents of system package design responsibility, including, but not limited to, all equipment furnished under this contract.
- 4.1.7 Make no claim against the City for any costs incurred by the Contractor for any equipment demonstrations of possible equipment for individual projects that the City requests.
- 4.1.8 Retain ownership of all new equipment until final acceptance by the City.
- 4.1.9 Participate in or conduct regular project meetings, status reporting and updated project schedules as required by the City.
- 4.1.10 Ensure that equipment installation conforms to City standards and specifications.
- 4.1.11 Be responsible for project closeout, final acceptance and deliverables.
- 4.1.12 Be responsible to ship, provide, warehouse, distribute, install, implement and maintain equipment and components throughout the duration of the projects until final acceptance
- 4.1.13 Ensure close coordination and prompt communication with City project personnel. Respond to Electronic communications within eight hours of receipt. ATXN will need to remain on-air at all times both through cablecast and streaming.
- 4.1.14 Understand and agree that the scheduling of City events take precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes in the City schedule which may have an impact on any other schedule agreed to by the City and the Contractor.
- 4.1.15 Perform all services specified herein in accordance with all federal, state, and local codes including any updates or revisions.
- 4.1.16 Coordinate the timing and transportation of equipment or materials to the work area.
 - 4.1.16.1 Take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior written approval and coordination with the Contract Manager or designee.

Scope of Work
RFQS 5000 BYS4005
Professional and Commercial Audio/Visual, Television Broadcast Equipment and Systems
Procurement and Related Services

4.2 General As-Built Documents

- 4.2.1 Submit as-build documents upon final acceptance of the system that include:
 - 4.2.1.1 Functional block diagram for each system.
 - 4.2.1.2 Schedule of all devices with associated panel termination and wire runs.

4.3 General Operational and Maintenance Manuals

- 4.3.1 Provide one (1) each complete operation and maintenance manuals for all equipment and devices with project title and contractor's name on cover and spine, in a 3-ring binder. Provide same material digitally on a USB drive. The contents of the operation and maintenance manuals shall include (but not limited to) the following:
- 4.3.2 Custom written instructions and procedures for system operation including:
 - 4.3.2.1 Operator commands
 - 4.3.2.2 Start-up and shut-down procedures
 - 4.3.2.3 Quick setup for inexperienced users
- 4.3.3 Table of contents page with tabbed divider sections for each device or system.
- 4.3.4 Tabbed sections shall include:
 - 4.3.4.1 Theory of operation, design philosophy, specific equipment functions and subsystem interrelationships.
 - 4.3.4.2 System block diagram.
 - 4.3.4.3 List of system associated mechanical locking keys and codes and tamper resistant hardware types.
 - 4.3.4.4 Equipment lists, including a brief description, model, and the total number of each item used in the project.
 - 4.3.4.5 A separate list of serial numbers for all items used in the project
 - 4.3.4.6 Input/output schedule.
 - 4.3.4.7 Cable run sheets as installed.
 - 4.3.4.8 Copies of all programming specific to the job, including new code, initial parameters, and settings entered on site, etc.
 - 4.3.4.9 Setup procedures for each component in the system.
 - 4.3.4.10 Maintenance requirements for equipment, inspections and preventative maintenance schedules.
 - 4.3.4.11 Installation and service manuals for each piece of equipment.
 - 4.3.4.12 Final test data (measured signal levels, impedance measurements of each equipment home run and other significant operating parameters).
 - 4.3.4.13 All drawings (final and shop)

4.4 General Products

- 4.4.1 Notify the City on new or substitute technologies that may enhance existing systems. Recommendations will not be accepted until approved by the City.

4.5 General Manufacturers/Substitutions

- 4.5.1 Ensure that the proposed product meets or exceeds every standard set forth in these specifications. The intent of this specification is to establish a standard of quality, function, and features.
- 4.5.2 Maintain strict compliance with the requirements of this specification. The functions and features specified are vital to the operation of City facilities. The acceptance of alternate manufacturers does not release the Contractor from these requirements.,
- 4.5.3 Be responsible for providing a completely functional system, including all necessary components, whether included in this specification or not.
- 4.5.4 Make no claim against the City for any costs incurred by the Contractor for any equipment demonstrations that the City requests.
- 4.5.5 Meet the intent of all specifications. Any prior approval of an alternate system does not exempt the Contractor from meeting the intent of these specifications. Failure to comply

Scope of Work
RFQS 5000 BYS4005
Professional and Commercial Audio/Visual, Television Broadcast Equipment and Systems
Procurement and Related Services

with the operational and functional intent of these specifications may result in the total removal of the alternate system at the expense of the Contractor.

- 4.5.6 Submit alternate equipment suggestion to the specifying authority. Submission of an alternate shall contain engineering drawings of the system with specification sheets, covering all components of the system. The system and equipment drawing, and specification sheet shall meet all items of the specification.
- 4.5.7 Provide all termination equipment, distribution amplifiers, optional and auxiliary devices, and equipment to provide for complete operational systems.
- 4.5.8 Deliver requests for substitution in writing, to the City a minimum of one week before decision is to be made. The contractor understands and represents that he has personally investigated the proposed substitute product and has determined that it is equal to or superior in all respects and performance than the product specified.
- 4.5.9 Be responsible for complete operational integration into the system. This includes space allocation, mounting, connections and utilities for accepted substitutions

4.6 General Equipment

- 4.6.1 Offer equipment that is new, open box, short term used (if pre-approved by the City) or B-Stock as long as the equipment is fully operational, designated as such and meets manufacturer's specifications, with full manufacturer warranties, identical to new equipment unless otherwise specified.
- 4.6.2 The following sections specifically list the acceptable equipment types and items for these projects. Where quantities are not noted, they may be obtained from the drawings. In the event of a discrepancy between the specifications and the drawings, the greater quantity or better quality shall be furnished.
 - 4.6.2.1 Wire and Cable
 - 4.6.2.1.1 Ensure that all wire and cable is be new and unused. Acceptable cable manufacturers include but are not limited to Belden, Canare, Altinex, West Penn, Alpha, etc.
 - 4.6.2.1.2 Ensure that wire not installed in equipment racks, not portable, or not installed in conduit shall be fire rated (Plenum) and meet all applicable codes.
 - 4.6.2.1.3 Install constant voltage (70-volt) speaker cable that is Belden 8471 stranded 16AWG twisted pair. 14AWG is required for the in-wall Program speakers.
 - 4.6.2.1.4 Install line-level audio cable and all inter-rack audio cable that is Belden 9464 stranded 20AWG twisted pair with foil shield or approved equal.
 - 4.6.2.1.5 Install cabling in existing cable trays where possible. In cases in which cabling must be exposed outside of the cable tray, the Contractor shall securely attach necessary cable suspension devices to the building structure. The Contractor shall install J-Hooks, D-Rings, or other similar devices in these cases. The Contractor shall install all cabling outside the cable trays in a neat and orderly manner (90° turns perpendicular to the building or the manufacturer's turning radius recommendations). The Contractor shall not tie-wrap cabling to conduits, pipes, or other trades' work. The Contractor shall consult the Engineer prior to placing cabling in trays. In all cases, the Contractor shall attempt to hide the cabling from view in exposed areas.
 - 4.6.2.2 Jacks, Connectors, and Wall Plates
 - 4.6.2.2.1 Install all plate-mounted connectors to be ground-insulated from the plates on which they are mounted. Acceptable connector

Scope of Work
RFQS 5000 BYS4005
Professional and Commercial Audio/Visual, Television Broadcast Equipment and Systems
Procurement and Related Services

manufacturers include but are not limited to Nuetrik and Canare, or other approved equal manufacturer.

- 4.6.2.2.2 Install connectors on 1/8" thick black anodized-brushed aluminum panels for larger custom panels. Nomenclature will be engraved into the plate with 1/8" block letters filled with white paint.

4.7 General Installation

- 4.7.1 Examine conditions, with the Installer present, for compliance with requirements and other conditions affecting the performance of the Television Production, audio, A/V Systems work and will not proceed until unsatisfactory conditions have been corrected.
- 4.7.2 Install the system in accordance most current version of the National Electric Code for fire retardant and all City, City Independent City of Austin, and fire building codes and install equipment in accordance with the manufacturer's written instructions.
- 4.7.3 Furnish all accessory items necessary to integrate each piece of equipment into the system; including rack mounts, other mounting devices, special connectors, and interfaces.
- 4.7.4 Be responsible for any additional wiring, conduit, power, modifications to the building, or other changes from the existing conditions, either called out herein or found to be necessary to implement this design, and solely bear the cost of those modifications.
- 4.7.5 Require approval for any modifications or additions to the building or its systems that is necessary for the implementation and execution of this contract, prior to commencement of the work.
- 4.7.6 Drill holes cleanly and use acrylic caulk to fill completely any voids created. Contractor shall provide fire rated caulk for all penetrations through fire rated walls.
- 4.7.7 Furnish the greater quantity or better quality where there are discrepancies between the drawings and specifications or between the specifications and equipment, the Contractor shall
- 4.7.8 Supply adequate ventilation for all enclosed equipment items that produce heat.
- 4.7.9 Provide all cabling, connectors, and wall plates, including all connectors necessary for existing equipment. The Contractor is responsible for all cables, cabling, and connectors between all equipment and terminations.
- 4.7.10 Be responsible for delivering the product to the installation site, unloading the product, moving the product to staging and installation areas, unpacking the product, and installing product according to approved layout.
- 4.7.11 Provide necessary and appropriate storage and protection of components until installation.
- 4.7.12 Complete all electrical connections into and within the system and shall bundle, route, and manage wires and cables so as to minimize exposure.
- 4.7.13 Furnish all tools and equipment required.
- 4.7.14 Ensure that all components specified or required to complete the installation satisfactorily are included in the bid price, are compatible with each other, and are compatible with the conditions of installation and expected use.
- 4.7.15 Ensure the overall effective integration and correctness of individual parts and of the whole the system.
- 4.7.16 Furnish components, storage and retrieval unit, video players, computers, monitors, racks, materials, connectors, parts, equipment, add-on devices, and labor necessary to complete installation of the system in full accordance with the manufacturer's recommendations, requirements, and specifications.
- 4.7.17 Follow standard broadcast/cable/RF wiring and installation practices and shall meet or exceed industry standards for such work.
- 4.7.18 Install all equipment so as to provide reasonable safety to all users.

Scope of Work
RFQS 5000 BYS4005
Professional and Commercial Audio/Visual, Television Broadcast Equipment and Systems
Procurement and Related Services

- 4.7.19 Ensure that all equipment and devices to be affixed to the building structure are self-supporting with minimum safety factor of three to provide for the reasonable safety of operators and audience.

4.8 General Wiring Methods

- 4.8.1 Install wiring in raceway, except within consoles, desks, and counters or in accessible spaces or gypsum board partitions, where cable-wiring method may be used. The Contractor shall use UL listed plenum cable in environmental air spaces, including plenum ceilings and conceal wiring, except in unfinished spaces.
- 4.8.2 Provide adequate service loops, bundled with Voltrex or equivalent cable wrap, for all equipment.
- 4.8.3 Install new and unused wire and cable as required by the manufacturer of specified equipment items or by these specifications. Any cable that does not travel within conduit must be equivalently specified and meet the most current version of the National Electric Code for fire retardant, all City of Austin, and fire building codes.
- 4.8.4 Install Belden 1694A or digital cable equivalent video drop cable, jumpers, and inside rack, or approved equivalent.
- 4.8.5 Install shrink boot or tubing (black only) to extend over any housing lip designed to facilitate moisture and dust proofing of a connector at least three (3) inches past the back edge of the connector.
- 4.8.6 Route cables and wiring within equipment racks and cabinetry according to function, separating wires of different signal levels (line level, amplifier output, AC, etc.) by as much physical distance as is possible.
- 4.8.7 Neatly arrange and loosely bundle all cable with Velcro Tie Wraps. City requires use of Velcro Tie Wraps for all cabling installation.
- 4.8.8 Install cables and wires in continuous lengths without splices.
- 4.8.9 Terminate cables and wires with the proper connector required for the associated operation of the equipment to which it is connected. The Contractor shall connect no cable to a piece of equipment without the proper connector.
- 4.8.10 Furnish and install all wires, cables, and connectors (mechanical crimp type only) that are needed to support installation.
- 4.8.11 Label all wires in the racks and the storage and console unit and shall neatly bundle and organize all wires that enter and exit the system.

4.9 General Identification of Conductors and Cables.

- 4.9.1 Use color-coding of conductors and apply wire and cable marking tape to designate wires and cables so that all media are identified in coordination with system wiring diagrams.

4.10 General Grounding.

- 4.10.1 Provide equipment grounding connections for Television Production Systems, as indicated, and tighten connections to comply with the tightening torque specified in UL Standard 486A to assure permanent and effective grounds.
- 4.10.2 Ground and bond all racks and associated equipment. Contractor shall provide grounding straps for all equipment.

4.11 General Training. Training shall be provided by the contractor or the manufacturers agreed to by City staff.

- 4.11.1 Provide for an initial training session for a comprehensive understanding of all television production center functions.
- 4.11.2 Consistent to the Category, ensure trainees are capable of carrying out all of the day-to-day media center functions at the completion of the initial session. Additional time will be allowed to ensure trainee capability.
- 4.11.3 Provide System-Wide Hardware Overview and Troubleshooting

Scope of Work
RFQS 5000 BYS4005
Professional and Commercial Audio/Visual, Television Broadcast Equipment and Systems
Procurement and Related Services

- 4.11.4 Provide for training that covers each of the source devices that are incorporated into the media center racks and their complete operational capabilities.
- 4.11.5 Instruct trainees in the day-to-day care and routine maintenance requirements for each of the source devices.
- 4.11.6 Ensure trainees are capable of answering any instructor's questions concerning operation of any of the individual machines at the end of the session.
- 4.11.7 Ensure trainees have a good understanding of how the system operates in order to provide basic troubleshooting functions, a checklist will be pre-approved by the City and the Contractor for each project as part of the project planning
- 4.11.8 Provide follow-up training for each of the specified training on each type of equipment through formal and informal sessions as deemed necessary by the City facility within the first year following acceptance.
- 4.11.9 Train the City's maintenance personnel in the procedures and schedules involved in operating, troubleshooting, servicing, and preventative maintenance of the system.
- 4.11.10 Provide Follow-up training for media center and instructional staff
 - 4.11.10.1 Provide a minimum of three (3) eight (8) hour days of training for production systems training and an additional one week required for Control room systems operation. This can be modified by the City and approved by the Contractor based on the needs of the project, equipment, and trainee.
- 4.12 **General Warranty**
 - 4.12.1 Guarantee all equipment, labor, materials, and workmanship is furnished as required. The warranty will commence from the date of final system acceptance.
 - 4.12.2 Render warranty service on-site within 24 hours of City's request to repair or replace any defective materials, equipment, and/or workmanship without cost to the City. Warranty service shall be 24 hours a day, 7 days a week, including holidays.
 - 4.12.3 Warrant the system for parts and labor for a minimum of one (1) year and ensure equipment manufacturers provide the same.
 - 4.12.4 Fully warrant all equipment. Any equipment that not all features operate, even though it may not affect its primary task and any equipment exhibiting reliability issues. This includes equipment that may be determined as intermittent in operation.
 - 4.12.5 Warranty period shall be at a minimum throughout the entire first year. For purposes of reliability acceptance, the first year of service will begin upon system acceptance.
 - 4.12.6 Warrant that the product(s) delivered and installed under this contract will be able to accurately process a valid date when used in accordance with the product documentation provided by the Contractor and will require no extraordinary actions on the part of the City or its personnel. Products under this Contract possess general integrity, date integrity, and explicit and implicit century capabilities. If the Contract requires that specific products must perform as a system in accordance with the foregoing warranty, then the warranty will apply to those listed products as a system.
 - 4.12.7 Furnish a statement of all manufacturer(s) warranty policy as well as the Contractor's warranty policy. The warranty period, manufacturers' and Contractor's, shall commence on the acceptance of the equipment by City.
- 4.13 **General Occupancy Adjustments**
 - 4.13.1 Provide on-site assistance in adjusting audio and video levels and adjusting controls to suit actual occupied conditions when requested by the City within one (1) year of date of Substantial Completion. The Contractor shall provide up to three (3) visits to the site for this purpose.
 - 4.13.2 Provide technical support contact information with name and phone numbers.
 - 4.13.3 Provide pricing to City for visits cost beyond the initial three visits.

Scope of Work
RFQS 5000 BYS4005
Professional and Commercial Audio/Visual, Television Broadcast Equipment and Systems
Procurement and Related Services

4.14 General Project Priorities and Working Conditions

- 4.14.1 Coordinate closely with staff of the facility as well as City staff for establishing work areas dates and times. City facilities are in continuous operation in most locations. Work provided outside of normal work hours and weekends can be arranged but will not incur the City of any additional charges.
- 4.14.2 Submit project timelines. Delays in project completion shall be documented by contractor. Contractor project manager shall attend (on-location) weekly meetings, at ATXN's staff discretion, with ATXN staff to coordinate and communicate project progress and any outstanding issues.
- 4.14.3 Provide pricing for five years of maintenance agreements to provide continuous coverage of equipment systems at the City of Austin's option for all equipment with value over \$50,000 Depending on budget, maintenance may be paid for all at once or be paid yearly with the contract provision for five years.
- 4.14.4 Provide a first-rate, high quality cabling and equipment installation using prescribed industry standard techniques for handling, cable routing, power routing and installation.

4.15 General System Integration, Installation, Commissioning and Training, and Warranty Requirements

- 4.15.1 Complete all electrical connections into and within the system and shall bundle, route, and manage wires and cables so as to minimize exposure. The Contractor shall furnish all tools and equipment required. In wall installation or any distribution of power items shall be performed by appropriate City of Austin personnel or their assigned.
- 4.15.2 Ensure that All HDMI conversion equipment include an EDID Learner and Emulator dongle.
- 4.15.3 Not hold the City responsible for lost or stolen Contractor property.
- 4.15.4 Ensure that all components specified or required to complete the installation satisfactorily are included in the bid price, are compatible with each other, and are compatible with the conditions of installation and expected use.
- 4.15.5 Ensure the overall effective integration and correctness of individual parts and of the whole system.
- 4.15.6 Furnish components, storage and retrieval unit, video players, computers, monitors, racks, materials, connectors, parts, equipment, add-on devices, and labor necessary to complete installation of the system in full accordance with the manufacturer's recommendations, requirements, and specifications.
- 4.15.7 Install Belden 1694F or digital cable equivalent video cable, jumpers, or approved equivalent.
- 4.15.8 Install new and unused wire and cable as required by the manufacturer of specified equipment items or by these specifications. Any cable that does not travel within conduit must be equivalently specified and meet the National Electric Code for fire retardant and all City and fire building codes.
- 4.15.9 Supply adequate ventilation for all enclosed equipment items that produce heat.
- 4.15.10 Be responsible for delivering the product to the installation site, unloading the product, moving the product to staging and installation areas, unpacking the product, and installing product according to approved layout.
- 4.15.11 Provide necessary and appropriate storage and protection of components until installation.
- 4.15.12 Neatly arrange and loosely bundle all cable with Velcro Tie Wraps. City requires use of Velcro Tie Wraps for all cabling installation.
- 4.15.13 Install cables and wires in continuous lengths without splices.
- 4.15.14 Furnish and install all wires, cables, and connectors (mechanical crimp type only) that are needed to support installation.
- 4.15.15 Ground and bond all racks and associated equipment. Contractor shall provide

Scope of Work
RFQS 5000 BYS4005
Professional and Commercial Audio/Visual, Television Broadcast Equipment and Systems
Procurement and Related Services

- grounding straps for all equipment.
- 4.15.16 Ensure that all wiring meets the requirements of the most current version of the National Electric Code. All wires shall be cut to proper length before assembly. No wire will be doubled back to take up slack. Wires shall be neatly laced into clamps. Cable slack will be provided to facilitate removal and replacement of assemblies, panels and modules.
 - 4.15.17 Ensure that all external connections are made by means of connectors. The connectors shall be keyed to preclude improper hookups. All wires to and from the connectors shall be color-coded and appropriately marked. Pins and mating connectors shall be corrosion resistant.
 - 4.15.18 Ensure that all cabling is routed neatly and secured in the racks and cable trays. Excess cable is not to be spooled up in racks and cable trays unless verified with City for a specific use.
 - 4.15.19 Ensure that outlet strips and outlet boxes used to operate several pieces of equipment in a rack are permanently affixed to the rack or cabinet.
 - 4.15.20 Ensure that all cabling and harnessing required for a given rack or cabinet, is neatly tied, or dressed, to the specific rack; or in the case of cabinets, all cabling shall be routed neatly inside the cabinets. No cabling is to hang or drape outside of the cabinets. Use of wiring support accessories is required.
 - 4.15.21 Install and integrate all equipment and system components. Contractor must ensure that the proposed equipment is fully operational and performs properly.
 - 4.15.22 Furnish components, wires, connectors, materials, parts, equipment and labor as necessary for the complete installation of the system, in full accordance with recommendations of the equipment manufacturers. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.
 - 4.15.23 Ensure that equipment is held firmly in place with proper types of mounting hardware. All equipment affixed to the structure must be self-supporting with a safety factor of at least five. All equipment shall be installed so as to provide reasonable safety to the operator. Contractor must supply adequate ventilation for all enclosed equipment items that produce heat.
 - 4.15.24 Guarantee all equipment, labor, materials, and workmanship furnished as required. The warranty will commence from either the date of final system acceptance or the date of the Certificate of Project Substantial Completion, whichever occurs last. Contractor shall provide to City two (2) copies of all documentation electronically on One USB flash drive and second copy delivered by email.
 - 4.15.25 Render warranty service on-site, including providing work arounds, temporary replacement equipment or other means to complete workflow with disposition of issue within 24 hours of Owner's request to repair or replace any defective materials, equipment, and/or workmanship without cost to the Owner.
 - 4.15.26 Warrant the system for parts and labor for one (1) year and ensure that the material and equipment manufacturers provide the same. Warranty commences at the time of substantial project completion and acceptance by Owner. In all instances, the Contractor must fully warrant all equipment. Any equipment that not all features operate, even though it may not affect its primary task and any equipment exhibiting reliability issues. This includes equipment that may be determined as intermittent in operation.
 - 4.15.27 Extend the warranty period throughout the entire first year. For purposes of reliability acceptance, the first year of service will begin upon system acceptance.
 - 4.15.28 Provide on-site assistance in adjusting audio and video levels and adjusting controls to suit actual occupied conditions when requested by the City within one (1) year of date of Substantial Completion, the Contractor shall provide up to three (3) visits to the site for this purpose.

Scope of Work
RFQS 5000 BYS4005
Professional and Commercial Audio/Visual, Television Broadcast Equipment and Systems
Procurement and Related Services

- 4.15.29 Clean the system components and protect them from damage and deterioration prior to final acceptance.
- 4.15.30 Ensure that all wiring is executed in strict adherence to "standard broadcast and sound engineering practices", as described in the following publications:
 - 4.15.30.1 "Recommended Wiring Practices", Broadcast Audio Equipment for AM. FM. Television (5th Edition), Radio Corporation of America (RCA), Camden, NJ, 1962
 - 4.15.30.2 Davis, Don, Sound System Engineering, Howard W. Sams and Co., Indianapolis, Indiana, 1987, "Chapter 15 – Installing the Sound System" and "Appendix II - Recommended Wiring Practices".
 - 4.15.30.3 National Association of Broadcasters Engineering Handbook, 10th Edition.
- 4.15.31 Wire Equipment Racks in a neat manner with care taken for future serviceability and to maintain cable signal integrity, equipment health, maintenance serviceability, or long term implementation cost, shall be done by a professional who understands the needs of the client and provides a neat, well dressed system that can be easily serviced, and allows for easy reconfiguration to meet changes in equipment/function.
- 4.16 **Television Broadcast Systems (VAR) Provision and Installation**
 - 4.16.1 Develop a phased installation, if required by budget, while seeing that legacy on-air systems remain operable until commissioning of new systems and subsequent training. The desired outcome is to be provided with as much infrastructure equipment as possible with future equipment to easily install and provide additional capacities and features.
 - 4.16.2 Build, test, troubleshoot, maintain, upgrade, and install Broadcast IT systems and devices. This shall include but not be limited to: audio playout and automation; Web stream encoders and monitors; Electronic Newsgathering, post-production, and content management; field and network content contribution; audio and video routing and control; facility monitoring and control, video production, presentation management digital signage, and associated systems. Broadcast & Live Sound support systems.
 - 4.16.3 Perform user training on media production and management systems. Supports the production needs of special internal or external events and remote broadcasts.
 - 4.16.4 Design and identify systems and platforms responsive to the content production, playout, and facilities control needs of the organization. Provides support to ATXN Staff on projects. Assess the efficacy of all IP-based system in use in the ATXN facilities (examples include content creation/management, audio/video routing, field production, program transport, web streaming, network storage).
- 4.17 **Professional (Broadcast) Data Storage, Content Ingest and Network**
 - 4.17.1 Plan the upgrade for all production file storage and IP connectivity 2) Delivery of hardware/software 3) Installation Support and Training on new hardware 4) CapaCity planning for network hardware for ports, memory/performance and Release upgrade of IOS as required. 5) A Service Level Agreement for reliability, performance, a fault tolerant connectivity and secured network (maintenance contract for the hardware and software 6) Documentation such as network charts and configuration management 7) Technology awareness – Regular Presentation and Reports.
 - 4.17.2 Provide network maintenance and repair of hardware, including the provision of new hardware (to replace the defective parts).
 - 4.17.3 Assess the efficacy of all IP-based system in use in the ATXN facilities (examples include content creation/management, audio/video routing, program transport, web streaming, network storage).

Scope of Work
RFQS 5000 BYS4005
Professional and Commercial Audio/Visual, Television Broadcast Equipment and Systems
Procurement and Related Services

4.18 Independent Television Engineering Consultant

- 4.18.1 Manage all drawings for all projects including installation drawings and final as-built drawings. Drawings include: Facility floor plans identifying final equipment locations, Console layouts and elevations, Rack elevations, Detailed engineering drawings that identify equipment, software, cabling, connection points, networking, storage, signal flows and voice/ data requirements. Provide for each master and subsystem and the interface between these systems.
- 4.18.2 Research each project's equipment listing for compatibility and completeness for the assigned project. Including Final power and heat loads. The engineer will additionally research each project's pricing for all equipment and services for reasonable costs and value. The engineer shall participate in project administration through completion of each project.
- 4.18.3 Provide an outline of systems set up, commissioning, testing, and training procedures.
- 4.18.4 Update project budget
- 4.18.5 Update project schedule

4.19 Professional (Broadcast) Audio Systems with Installed Sound and Broadcast Audio Video Systems Design, Provision and Installation Services.

- 4.19.1 Provide professional (broadcast) audio systems with installed sound and commercial audio video systems design, provision and installation services A/V systems that work in coordination with broadcast facilities in order to provide emergency response capabilities for Austin City Hall.
- 4.19.2 Build, test, troubleshoot, maintain, upgrade, and install Broadcast systems and devices. This shall include but not be limited to:
 - 4.19.2.1 Audio playout and automation
 - 4.19.2.2 Web stream encoders and monitors
 - 4.19.2.3 Electronic Newsgathering, production, and content management
 - 4.19.2.4 Field and network content contribution
 - 4.19.2.5 Audio and video routing and control
 - 4.19.2.6 Facility monitoring and control, video production, presentation management digital signage, and associated systems.
 - 4.19.2.7 Broadcast & Live Sound support systems.

4.20 Commercial Audio/Video Presentations Systems Provision and Installation

- 4.20.1 Provide full maintenance services on existing City of Austin A/V equipment and provide A/V consulting and installation services for any future upgrade or replacement.
- 4.20.2 Provide multi-media system engineering and design, technical planning, installation and project management for other departments requiring meeting room, conference room or office systems, which may include but is not limited to:
 - 4.20.2.1 Large conference room displays w/internet and HDMI/DVI connectors (optionally integrated web cam or connected micro PC & web cam)
 - 4.20.2.2 Screen share devices, cabling, software, control panels
 - 4.20.2.3 IP conference phones w/extended microphone capability
 - 4.20.2.4 Conference room scheduling displays
 - 4.20.2.5 Screen projection systems integrated (wireless) external speakers
 - 4.20.2.6 Remote wireless microphones.
- 4.20.3 Provide solutions that integrate with any web conferencing solutions (i.e. Skype, Webex, Zoom, BlueJeans, Teams, etc.), as well as hardware such as screens, cameras, and microphones, preferably in a streamlined manner.

5.0 Omissions

- 5.1 Any services that have been omitted from this specification which are clearly necessary shall be considered a requirement although not directly specified or called for in this specification.

Scope of Work
RFQS 5000 BYS4005
Professional and Commercial Audio/Visual, Television Broadcast Equipment and Systems
Procurement and Related Services

6.0 City's Responsibilities – the City will:

- 6.1 The City will provide individual project specifications and other information required by the contractor to complete the project.
- 6.2 The City will approve all installation drawings prior to any installation action. City of Austin will coordinate with the installation supervisor to approve any necessary changes at the time of installation.
- 6.3 The City will communicate need for project status meetings as needed.

7.0 Maintenance and Repair Services

The City anticipates various levels of service to meet the categories listed. Emergency level response, routine maintenance, and less critical repairs shall be determined during contract negotiations.

8.0 Specific Invoice Requirements

The City's preference is to have invoices sent to corresponding email addresses which will be provided to the selected contractors at contract execution.

Designation of Key Personnel

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The City's key personnel will be provided to the Contractor at contract execution. City departments participating in this solicitation include but are not limited to the following:

- 1. Austin Convention Center
- 2. Austin Fire Department
- 3. Austin Police Department
- 4. Austin Resource Recovery
- 5. Austin Water
- 6. Aviation
- 7. Building Services
- 8. Code Department
- 9. Communications and Public Information Office
- 10. Fleet Services
- 11. Financial Services Department (FSD) – Purchasing
- 12. FSD -Controller's Office
- 13. FSD -Telecommunications and Regulatory Affairs
- 14. Human Resources
- 15. Parks and Recreation

9.0 Appendices/Exhibits

Appendix A - Potential Equipment Systems (equipment listings)

Broadcast, Playout and Studio Systems, Control Room and Production Systems

1. BROADCAST ROUTING SWITCHER

400S2/144HD3-144x144

UTAH-400/144R Series2 frame loaded 144 inputs by 144 outputs 3G HD/SD video. Includes dual power supplies. 8RU

1 VX-400/144R

UTAH-400 Series2/3 redundant cross-point card for 144R frame.

1 SC-4E/AC-SYSR

SC-4E Control System including U-CON configuration and R-MAN router status / management software applications. System includes redundant power supplies and control cards. 2RU

5 UCP-LC32S

User configurable control and status panel. Features 32 LCD relegendable/programmable user buttons. Panel communicates via U-NET or E-NET. (1RU)

SoftPanel 2/5

5 user design and deployment software for GUI based virtual control panels.

1 10-Year Hardware Warranty

Utah Scientific's 10-year limited hardware warranty.

1 First year updates and support

First year Customer Care support for all above hardware and software. Includes 8am-5pm MT phone support, emergency after hours support, remote assistance, firmware/software upgrades, and reduced training rates.

2 Training, Commissioning & Support

Per day charge for professional on-site assistance in trouble-shooting, commissioning and verification of new systems and/or upgrades. All travel expenses are additional and billed directly.

Qty One Complete System

2. Enterprise Streaming Encoder

Telestream Lightspeed Live Stream

Live Sources:

SDI:

- HD-SDI (3Gb level A) up to 8 HD (1080 50/60p) or up to 2 UHD/4k (up to 2160 50/60p)
- AES Embedded Audio up to 16 channels

IP:

- MPEG-2 Transport Stream (SPTS, MPTS)
- MPEG-2 and AVC (h.264) Video
- SMPTE 302M, MPEG Layer2, AAC, AC-3, EAC3

Audio

- RTMP TCP protocol support for source input—including support for Wirecast RTMP input

Content file sources:

- Stills/Slate (TIFF, PNG, JPEG, GIF, and BMP)
- Logos w/alpha (TIFF, PNG, GIF, and BMP)
- Animations w/ alpha (ProRes and .MOV)
- Local clips (ProRes and .MOV)
- Playlists in the form of .smil files
- Audio (formats: AIFF, WAV, MP3)

Encoding:

- AVC (h.264 up to 4k 4:2:0 10bit) CPU and GPU
- HEVC (h.265 up to 4k Main 10bit) CPU, GPU & ASIC

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

- AAC LC, HEv1, HEv2
- AC3
- MP3
- HDR10, HLG

Audio Processing:

- Channel Mapping
- Multi-language
- Mixing/Mixdown
- 5.1/Stereo/Mono
- Audio only renditions

Captions:

- Web VTT
- CEA-608/CEA-708 passthrough
- Burn-in
- Receive live caption input from a Remote Court Reporter via IP

Reporter via IP

Packaging and Delivery:

- RTMP
- HLS
- MPEG DASH
- CMAF
- ATS / MPEG TS
- HTTP Origin
- HTTP Push to CDN
- Facebook Live, YouTube Live

UI/Monitoring/Control:

- Web UI with integrated multi-system management
- Integrated thumbnail, video & audio stream monitoring
- SNMP monitoring
- Template based program creation, encoding and packaging

- Management authentication
- 1+1 active-active redundancy
- n+1 active-passive redundancy
- Redundant contribution to CDN/OVP

Video Processing:

- Choice of 8-bit and 16-bit processing
- Deinterlacing
- Scaling
- Frame rate conversion

Segment triggers & Channel Security:

- Time of day
- Events
- SCTE35/104
- Recurring events
- Calendar-based channel scheduling

Restful API

- Status monitoring
- Control & scheduling
- Manual triggering
- Metadata insertion & management

AWS Elemental Live with Manufacturer CPU

VIDEO, AUDIO & CLOSED CAPTION INPUTS

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

Video:

- HEVC / H.265
- AVC / H.264
- MPEG-2
- Apple ProRes 422 (up to HQ)

Audio:

- AAC
- AC-3 (Dolby Digital)
- Dolby-E
- E-AC-3 (Dolby Digital Plus)
- MPEG-1 Layer 2
- PCM (AIFF or WAV)

Closed Captions:

- Embedded CEA-608/708 closed captions
- DVB-Sub
- Teletext
- TTML
- ARIB

INPUT STREAM FORMATS & CONTAINERS

- IP: UDP / RTP / RTMP / HLS
- SD, HD, 3G SDI, Quadrant 4K, Interleave 4K

- Transport stream (MPEG-TS)
- Transport stream file
- QuickTime self-contained
- MXF Op-1A

SYSTEM CONTROL

- Web-based user interface
- RESTful API
- Notifications and alerts
- AWS Elemental Conductor Live

VIDEO, AUDIO & CLOSED CAPTION OUTPUTS

Video:

- HEVC / H.265
- AVC / H.264 (High 10-bit, High 4:2:2 & High 4:2:2 10-bit)
- MPEG-2 (4:2:0, 4:2:2)
- Apple ProRes 422 (up to HQ)
- Frame capture to JPEG (thumbnails)

Audio:

- AAC-LC / AAC-HEV1 / AAC-HEV2
- AC-3 (Dolby Digital), AC-3 passthrough
- Dolby-E passthrough
- DTS Express
- E-AC-3 (Dolby Digital Plus), E-AC-3 passthrough
- PCM (AIFF or WAV)
- MPEG-1 Layer 2

Closed Captions:

- WebVTT
- TTML
- Embedded
- Burn-in
- DVB-Sub
- Teletext
- ARIB
- Embedded

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

OUTPUT STREAM FORMATS & CONTAINERS

- Apple HLS
- Adobe RTMP / RTMPS
- Microsoft Smooth Streaming
- MPEG-DASH
- MPEG Transport Streams
- MPTS
- File output (MP4, TS, QuickTime)

CDN & ORIGIN

- Amazon CloudFront
- Akamai
- AWS Elemental MediaStore
- AWS Elemental MediaPackage
- AWS Elemental MediaConnect
- HTTP PUT
- Third-Party product

VIDEO PROCESSING

- Adaptive quantization
- AFD-driven output scaling
- Anti-aliasing scaler
- Deblocking filter
- Frame rate interpolation
- Inverse telecine support
- Lanczos scaling
- Logo insertion
- Motion image insertion
- Look ahead rate control
- Motion adaptive deinterlacing
- MPEG-2 error concealment
- Noise reduction
- Scene change detection

AUDIO PROCESSING

- Audio channel mixing
- Audio loudness management (CALM compliant)
- Multiple audio tracks (languages, surround, SAP)
- Manual channel mapping

MONETIZATION

- SCTE-35 and SCTE-104 support
- ESAM
- Ad avail blanking & black-out capability
- Comprehensive encryption / DRM support
- Nielsen ID3 support

RESILIENCY

- Multi-source inputs
- User-defined source failover conditions
- User-defined input loss behavior
- Output locking
- Zixi Push

OTHER FEATURES

- Support for auxiliary data (EBIF / KLV / V-Chip / CGMS-A)

SYSTEM HARDWARE & SOFTWARE

- CentOS
- Up to 4 High-performance GPUs
- Up to 16 SDI inputs
- RedHat Linux

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

Qty One Complete System

3. VIDEO SERVER(S)/ PLAYOUT/INGEST

The video server(s) system shall have the following features:

- Real-time Media I/O and encoding
- The server shall be modular in architecture allowing scaling of inputs / outputs, storage and controller independently.
- Each port shall be configurable as either an input or output without changing hardware on the input/output module.
- For purposed of this request, the server shall be configured to provide 8) record ports and 8) playout ports.
- When in Output mode, each port shall provide a primary output port as well as a simulcast output port that provides a down-converted output of the primary signal path. The system shall support independent branding of the simulcast output.
- Processing and OS on the input / output chassis shall be in software such that a COTS compute platform, purchasable by ATXN, could be used. Server manufacturer to supply specifications for this generic compute platform if required.
- Each input / output module shall support up to four SD/ HD input/ output channels
- The Server encode, decode and storage components shall operate without the use of Microsoft OS.
- The server shall support component serial digital video input (record) output (playout) in conformance to SMPTE 259M, SMPTE 292M, SMPTE 424M including 16 embedded AES/EBU audio channels per video channel.
- The server shall support serial digital and IP video I/O on the same chassis.
- The server manufacturer shall be a supporter of the Joint Task Force on Networked Media (JT-NM) and shall have participated in the JT-NM Tested Program.
- The server shall have received JT-NM Tested badges for SMPTE ST 2110 and for AMWA NMOS/ TR-1001-1
- The server shall support input, storage, and playout of Dolby E and AC-3 audio. Audio in these formats arriving in a record input stream shall not be subject to further encoding or decoding during the storage and playout.
- The server shall have the capability to support pass-through without decoding of in-bound SDI and IP video streams with the ability to overlay multiple layers of graphics during pass-through.
- The server shall support audio mix during occasions where incoming or file playback video is overlaid with graphics and audio.
- All input/output channel modules shall be hot swappable in order that I/O can be added, replaced or removed from the server system without the need for a system shutdown or re-boot.
- Server input/output modules shall interface with the server/storage subsystem via GigE.
- The server shall have the capacity to support up to 20 input/output channels operating at 50Mb/s each
- The Server shall have the ability to record, store and playback multiple formats and bit rates of media at the same time including MPEG-2 (both Long GOG and I-Frame), XD-CAM, DV, and DVCPRO
- The timing of each I/O port shall be independently adjustable with respect to reference.
- The servers shall support ingest and playout of SD (525i), HD (720p & 1080i) and capacity to support 1080P and UHD (2160p) resolutions.

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

- Mixed resolutions on a playout timeline with automatic up-, down- and cross-conversion shall be supported.
- Storage
- The storage and communication / file management elements of the server shall be combined in a single physical chassis of no more than 2RU.
- The server storage capacity shall be available in multiple options of up to 72 TB raw / 48 TB usable.
- The server storage system shall be designed so that record and playout have priority over all other services, i.e. file transfers, edit-in-place, drive rebuilds, logging, etc.
- The server storage system shall provide RAID protection that allows continued uninterrupted operation if any two disk drives fail.
- The servers shall have hot swappable storage disk drives.
- The servers shall be able to proactively monitor health of disk drives and take preventative action to isolate and replace disk drives that show signs of failure.
- The servers' storage shall provide NAS functions to external applications and workstations through support for standard file system access protocols including FTP, SMB/CIFS and the Apple Filing Protocol.
- The server storage shall offer expansion capability to double or triple initial storage capacity.
- Graphics and on-board Master Control
- The server shall be capable of supporting up to 8 graphics overlay layers over a background of either live input or clip playback on each playout port. For purposes of this request, the server shall be configured to provide 4) layers of graphics on 4 of the playout ports.
- Graphics capabilities shall include logos, full frame slate, voice-overs and animated graphics overlays.
- The server shall support frame accurate switching between stored clips and up to 6) live inputs on 4 of the playout ports.
- The server shall support on-board generation of text crawl from external data sources including RSS, EAS and automation applications.
- The servers' graphics engine shall support PNG, JPG, TIFF, GIF still formats as well as FLV and WEBM animations and HTML5.
- The server's graphic engine shall support template creation using common desktop authoring applications including Adobe Creative Cloud.
- The server shall support playback of audio-only clips as secondary events.
- The server shall support live insertion / playout of audio received from EAS decoders.
- Control of the server's graphics capabilities shall be provided using the Oxtel automation protocol over both RS-422 and Ethernet connections.
- The server shall support the option for on-board 2D DVE from a selectable combination of 6 live sources including and 2 clip playback sources
- The server shall support Independent Branding (IB) output pairs from one timeline/channel output.
- Networking
- The server shall include at least 2) 10-Gigabit Ethernet connections available for file transfers.

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

- The server shall include multiple 1 Gigabit Ethernet connections for file transfer and system management.
- Server systems shall support standard network protocols including SAMBA, FTP and CIFS and AFP Workflow Features.
- Workflow Features
- The automation / server control interface shall support both serial (VDCP) and TCP/IP (through native API) protocols.
- The server shall offer the option to use external automation system provided by a third-party automation vendor. For purposes of this request, respondents shall identify third party automation systems that control the server.
- The server shall support playout while recording. That is, the server shall support record of an incoming stream to file while also allowing playout of that file prior to the recording being ended and file closed.
- The server shall support playout of a file while it is being transferred on to the server (play behind FTP).
- An on-board loop record and delayed playout capability shall be available as an option.
- The server shall provide the ability for operators to specify line placement for VANC data on video output and/or reserve VANC lines on the video output.
- The server shall allow audio track language tagging and provide a utility to assign a language track to an output audio channel regardless of which track that language is stored on in the clip (example: always put Spanish on tracks 3 and 4 of output signal even if Spanish is stored on tracks 7&8 of stored clip.)
- The Server shall support SDR/HDR tone mapping and tone expansion capabilities.
- File Compatibility
- The server shall support file wrapper formats including QuickTime (Reference and Self-Contained), MXF OP1a, MXFOp1a low latency, MXF OP1b, MXF AS-02 and GXF.
- The server's file recording format shall be compatible with the MXF file specifications (MXF OP1a – Standard and low latency, SMPTE 377M, SMPTE 378M, etc.)
- The server shall support files containing HD or SD video essence accompanied by up to 16 AES/EBU audio channels and ancillary data (including Time Code, CC, AFD, audio / Dolby metadata).
- The server shall be capable of record and playback of files with AFD and timecode data (SMPTE 436M).
- The server shall support frame accurate ingest / recording and playback of AFD flag data embedded in HD SDI serial digital video per SMPTE 2016-3 - VANC Data Mapping of AFD and Bar Data,
- The server shall be capable of frame accurate record and play back of SD SDI aspect ratio data (Video Index Information Coding - SMPTE RP186, SMPTE-259M)
- The server shall support a dynamic change of the aspect ratio from clip to clip (during up / down conversion), based on the embedded (SMPTE 2016-3 - VANC Data Mapping of AFD and Bar Data, SMPTE 292M and SMPTE RP186 - Video Index Information Coding, SMPTE-259M) and MXF wrapped AFD data. The server system shall support re-embedding of AFD data in the playout stream to reflect the applied aspect ratio processing for a particular clip and output port configuration.
- The server shall also support the ability to ignore per-frame AFD on playout. This option shall be administrator-selectable.

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

- The server shall support frame accurate ingest / recording and playback of closed captioning embedded in SDI serial digital video as per CEA-608-D and CEA-708-C.
- The server shall support frame accurate ingest / recording and playback of time code embedded in HD SDI serial digital video (SMPTE 292M) as per RP 188-1999.
- The server shall offer the capability to add audio channels to an existing clip without requiring the re-rendering of that clip. Such audio track addition shall take place exclusively on the server itself, and not require that the full essence be transferred off for such addition to take place.
- System Management
- The server management system shall be a networked interface enabling remote access and control of all server components.
- The server management system shall be equipped with a Graphical User Interface enabling operators to configure all server parameters.
- The server management system shall include an SNMP – compliant monitoring function enabling remote monitoring of server components.
- The server management system should provide for e-mail notification of alarm events for server components.
- The server management system should be independent of video server operations and should be able to be shut down without disrupting video server functionality.
- The server management system should allow remote server management from networked computers using a web browser interface.
- System Power Management
- The server shall have dual power supplies that are monitored by system management software and alarmed in the event of failure. The system must be capable of delivering full performance when running on only one power supply.
- Server power supplies must be hot-swappable to reduce downtime.
- Physical Size
- The server shall be physically compact, no larger than 2 RU not including I/O modules.
- Capabilities and Background
- The server manufacturer shall have a 24/7/365 on-line and telephone support capability staffed with knowledgeable technical support employees. This support service shall not be outsourced to a third-party support organization.
- The manufacturers support organization shall be capable of responding to critical issues on a 24-hour basis using a globally-dispersed support staff “(follow-the-sun” support capability
- The server manufacturer shall provide multiple options for service level agreements. Regardless of which service level agreement is selected, the manufacturer must provide multiple options for product repair turnaround time (RMA turnaround) including next day RMA.
- Manufacturer support plans shall include both hardware and software maintenance and feature releases, all major release version updates and upgrades and bug fixes for all software versions.
- The server manufacturer shall have been producing, marketing and supporting professional video servers for no less than 15 years or as approved by ATXN Staff.
- The server manufacturer shall have a US Field Service team of no fewer than 10 individuals capable of performing on-site installation and troubleshooting services.

Qty One Complete System

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

4. ON-AIR SOFTWARE AUTOMATION

Minimum four playout channels, and four ingest channels

Features Required:

- Ability to control, ultimately, four playout channels and four ingest channels
- Ability to control Utah Router, Editshare ingest server, and out board devices
- Ability to publish on air schedule to web site easily without intervention and automatically update;
- Control on-air from any networked workstation or remotely
- Play back-to-back live events in their entirety
- Next day's schedule automatically appends to current schedule without operator intervention.
- Cut-n-paste, drag-n-drop editing;
- Manage and move spots and program inventory between archives, libraries and video server(s)
- Purge content based on asset expiration dates, traffic purge lists or schedule requirements.
- Schedule Relative and Auxiliary events based on program event, including bugs, keys and promotional on-screen displays.
- Unattended live source acquisition and FTP transfers
- One button "JOIN IN PROGRESS" capability
- Complete within system "Coming Up Next" Automation

Qty One Complete System

5. SYNC (REFERENCE) AND TEST SIGNAL SYSTEM

Features Required

- Master Sync, pulse, clock and test signal generator with the following options or features:
 - Redundant power supply, modem, GPS receiver antenna and cabling, network time protocol, word clock output, NTSC test signal with audio tone, DARS, AES, SDI test and black, HD SDI test and black, LTC input. GPS system to feed existing and new ESE clocks.

Qty One Complete System

6. ANALOG AND DIGITAL WAVEFORM MONITOR, VECTOR SCOPE AND AUDIO METER

Features Required

- Audio-Video Delay Measurement
- Multiple Closed Caption & Teletext Displays
- Audio Loudness Monitoring
- 3 Gb/s SDI, Dual Link, HD/SD SDI and Composite Analog Video
- Diamond Display for camera matching.
- Tektronix WFM 7200 with HD option or approved equivalent.

Qty One Complete System or as might be required for future installation

7. TERMINAL AND CONVERSION EQUIPMENT

Features required, equipment type, and quantity as provided by but not limited to drawings.

- Ensemble Avenue
- Redundant Power Supplies
- Protection Switch
- HD Down converter
- Up converter and Cross Converter
- HD / SD Video Processing Frame Synchronizer w/LevelTrack™ AGC
- Digital to Analog Video Converter and Disembedder
- MATCHBOX-HD Bi-directional analog interface for all consumer audio devices
- Automatic Audio gain control (up and down) multi-channel and SAP programming capability

Qty One Complete System or as might be required for future installation

8. IPTV AND FIBER TRANSMISSION

HD / UHD Contribution System Requirements

This equipment is for signal transport across IP networks for the COA.

The contribution encoding and receiving system shall have the following features:

A. Encoder Input Requirements

- The encoder shall provide a modular architecture in which I/O modules can be removed / added
- The encoder shall provide a density of up to 2 x UHD or 8 HD/1080p60 inputs in 1RU. HD services shall maintain frame accurate timing relationship between services.
- The encoder chassis shall be mountable in a 19" broadcast rack and shall not have a depth exceeding 17".
- Encoder shall support 75Ohm BNC input.
- The encoder shall support component serial digital video input in conformance to SMPTE 259M, SMPTE 292M, SMPTE 424M
- The encoder shall support 12G SDI input
- The encoder shall support serial digital video and IP video input on the same chassis.
- The encoder shall provide dual 10GigE SFP+ interfaces inputs for IP video: SDI over IP SMPTE 2022-6.
- The encoder shall be able to support input of SMPTE 2110 without additional hardware.
- Up to 8) AES/EBU audio pairs shall be supported per input
- Up to 2) pre-encoded 5.1 audio services per video input shall be supported.
- The encoder shall support input and passthrough, based on a user configuration, without further decoding/encoding of PCM audio, Dolby E, Dolby AC-3, Dolby AC-4, Dolby Digital Plus, and AAC audio. Operator shall have the option of passing audio in these formats arriving in a video input stream through to output without further encoding or decoding.
- Synchronization between all HD video channels shall be maintained throughout the encode / decode process. Frame accurate synchronization is a critical requirement. This capability shall be DEMONSTRATED prior to order.
- Latency. The encoder shall have minimal latency such that the end to end latency from encoder input to decoder output, including the ATXN network, shall be less than one second. This latency specification is a critical requirement and shall be DEMONSTRATED prior to order.
- Encoder inputs shall be configurable in Main/ Backup pairs with hitless redundancy per SMPTE 2022-7 supported.
- The encoder shall support input and encoding of HD and UHD input streams in the following rasters
 - 3840 x 2160p @59.94, 50
 - 1920 x 1080p @60, 59.94, 50
 - 1920 x 1080i @30, 29.97, 25
 - 1920 x 1080p @30, 29.97, 25, 24
 - 1280 x 720p @60, 59.94, 50, 30, 29.97, 25, 24

B. Encoding Requirements

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

- The encoder shall support HD and Ultra HD single-slice encoding
- The encoder components shall operate without the use of Windows OS.
- The encoder shall support HEVC encoding in the Main, Main 10, Main 10 4:2:2 profiles up to level 6.2
- The encoder shall support AVC encoding in High, High 10, High 10 4:2:2 profiles up to Level 5.2
- Both 4:2:0 and 4:2:2 chroma sampling shall be supported
- 8- and 10-bit encoding shall be supported
- The encoder shall support IFrame only, Non-B Frame (IP) and With B Frame GOP structures
- Fixed and Adaptive GOP structures shall be supported.
- A GOP size of up to 128 shall be supported.
- Both SDR and HDR sources shall be supported
- For HDR, BT-2020/HLG and BT-2020/SMPTE-2084 HDR-10 & PQ10 color space shall be available
- HDR mode shall follow input SDI signaling and /or user configuration. IDR insertion when in HDR mode shall be supported.

Audio Encoding:

- Audio channel phase shall be preserved from the input of the encoder to the output of the decoder allowing carriage of surround programming as three discrete dual audio channels.
- The encoder shall support up to 32 audio stereo channels per chassis
- The encoder shall support up to 8 stereo digital embedded audio per channel
- An on-board audio levelling utility (loudness control) shall be available.
- Manual audio level adjustment between -20dB and +20dB in 0.5dB increments shall be provided.
- Audio delay shall be adjustable between -550ms and +500ms
- The encoder shall support MPEG-1 Layer II 2.0 encoding at bit rates up to 384 kbps per stereo pair.
- The encoder shall support Dolby Digital (AC-3) 2.0 encoding at rates up to 448 kbps per stereo pair
- The encoder shall support Dolby Digital (AC-3) Surround encoding at rates up to 640 kbps per surround service. Both 5.0 and 5.1 configurations shall be supported.
- The encoder shall support Dolby Digital Plus 2.0 at rates up to 224 Kbps per stereo pair.
- The encoder shall support Dolby Digital Plus Surround encoding at rates up to 448 Kbps per surround service. Both 5.0 and 5.1 configurations shall be supported.
- The encoder shall support AAC 2.0 encoding at rates up to 384 Kbps per pair and AAC surround encoding at rates up to 576 Kbps
- The encoder shall support transcoding of Dolby E to AC-3, Dolby AC-3 to Dolby E, AC-3 to E-AC-3, and Dolby E to HE-AAC.

C. Encoder Output Requirements

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

- The encoder shall support seamless bitrate changes in CBR mode.
- The encoder shall pass through EAC-608 and -708 closed caption signals
- The encoder shall support pass through of HD Teletext in conformance with SMPTE OP-47 and SMPTE-2031
- The encoder shall support Digital Program Insertion from IP or SDI in (SMPTE 2010) and conversion of SCTE 104 to SCTE 35
- The encoder shall support both MPTS and SPTS output modes: (MPTS with up to 8 services per chassis, SPTS: one SPTS per channel)
- SPTS output of up to 160 Mbps per service is required
- MPTS output of up to 370Mbps is required
- The multiplexed output shall include video, audio, and PCR data.
- Support for ISO signaling (PAT, CAT, PMT) and DVB Signaling (ISO+) is required
- The encoder must automatically allocate a PID for each service
- The encoder shall include on-board BISS-1 and BISS-2 mode scrambling
- The encoder chassis shall supply dual Ethernet outputs operating at 10/100/1000 Gigabit speed.
- Outputs shall be able to operate as independent outputs, mirrored outputs or RTP synchronized outputs (SMPTE 2022-7)
- Support for NIC output bonding is required.
- Support for Unicast and Multicast output destination types are both required
- Forward Error Correction is required.
- Zixi output (SPTS or MPTS) is required
- SRT output is required
- 4 ASI outputs per encoder chassis shall be available. Both MPTS and SPTS ASI output modes shall be supported

D. Encoder Management Requirements

- The encoder shall provide both a front panel management display and a web-based html management interface.
- The encoder shall support a 1:1 standalone redundancy mode without needing an external management application
- The management interface will provide password - protected access restriction.
- The encoder shall interface with the NMX management utility.
- The encoder shall support SNMP management and MIB object(s)
- The encoder shall be provided with dual redundant power supplies. The encoder shall operate effectively with only one PS. Power supplies shall be hot-swappable. 110/240 VAC PS input voltage support required. Support for DC power supply required.
- Cooling air flow shall be front to rear

E. Decoder Input Requirements

- The decoder shall supply two Ethernet 10/100/100 Gigabit input connections

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

- The decoder shall accept Unicast and / or Multicast input
- The decoder shall accept Zixi and SRT input
- The decoder shall support hitless input redundancy per SMPTE 2022-7
- The decoder shall support up to 4 ASI inputs
- The encoder shall support CBR and VBR inputs

F. Decoding Requirements

- The decoder components shall operate without the use of Windows OS
- The decoder shall support decode of 4) simultaneous HD services or 1) UHD service. HD service shall maintain frame accurate time relationship between the services from the ENCODER input to the DECODER output. This capability shall be DEMONSTRATED prior to order.
- The decoder shall support assignment of active and back-up inputs as well as assignment of the conditions under which a switch to back-up input is triggered AND the conditions under which a restore to primary input is automatically triggered.
- The decoder shall support receipt of synchronized RTP feeds from independent network paths and automatic switching between paths on a packet basis using the RTP protocol.
- The decoder shall support SRT transmission protocol over the public internet.
- The decoder shall support HEVC / H.265 decoding in the Main, Main 10, Main 10 4:2:2 profiles
- The encoder shall support AVC / H.264 decoding in High, High 10, High 10 4:2:2 profiles
- The decoder shall support MPEG-2 decoding up to 422 Profile @ High Level
- The decoder shall support JPEG2000 decoding
- Decode of 8-bit and 10-bit services shall be supported.
- The decoder shall support decoding of the following rasters:
 - 3840x2160p (UHD)
 - 1920x1080p
 - 1920x1080i
 - 1280x720p
- Single slice UHD decoding shall be supported
- Down and up-conversion of output signals between any of the rasters listed above shall be supported.
- Ancillary data contained on incoming streams including Closed Caption EIA-608 and EIA-708 shall be preserved. Line selection of VANC data shall be supported. The decoder shall support extraction of HD Teletext and embedding in SDI per OP47/OP42.
- The decoder shall support the following audio formats
 - MPEG-1 Layer II 2.0
 - AC-3 2.0 and AC-3 5.1
 - E-AC-3 5,1 (Dolby Digital +)
 - AAC-LC/HE-AAC 2.0 and 5.1
 - ATMOS decoding and pass-through
 - Dolby E passthrough
 - Linear PCM

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

- HDR 10 and Hybrid Log Gamma HDR formats shall be supported.
- The decoder shall support redundant inputs for hitless switching of downstream devices.
- BISS mode 1 and 2 descrambling shall be supported.
- The decoder shall support playout of stored .TS and .TRP files.
- The decoder shall support extraction of SCTE-35 and embedding SCTE 104 in outbound SDI.

G. Decoder Output Requirements

- HDMI, Quad 3G-SDI, 6-G SDI, and 12G-SDI outputs shall be supported
- SMPTE-2110 and SMPTE 2022-6 uncompressed video over IP outputs shall be supported
- Dual 10GigE and Dual 25GigE output interfaces shall be available for UHD output
 - Latency. The decoder shall have minimal latency such that the end to end latency from encoder input to decoder output, including the ATXN network, shall be less than one second. This latency specification is a critical requirement and shall be DEMONSTRATED prior to order.

H. Decoder Management Requirements

- The decoder shall provide a web browser user interface enabling remote access and control of decoder features.
- The management interface shall provide utilities for configuring services and output formats.
- Operators shall be able to select input signal interface, backup signal interface, input formats,
- The management interface shall allow operators to hide unused services from the interface.
- The management interface shall provide multi-level status indicators for all channels
- The management interface shall provide a single view which identifies all services, the video and audio codecs in use by those services as well as their output format.
- The management interface will provide password - protected access restriction.
- The management service shall include a utility which analyzes incoming bitstreams and supplies a summary of these statistics in the user interface. These statistics to include Out of Order Packets, Duplicate Packets, Lost Packets and Discontinuity in RTP IP streams.
- The management interface shall include a log of alarm conditions generated by the decoder. This display shall allow operators to define Severity Levels of alarms. Interface to third party SNMP management utilities for collection of alarms shall be supported.
- The decoders shall also support management through NMX management utility.

I. Capabilities and Background

- The contribution system manufacturer shall have a 24/7/365 on-line and telephone support capability staffed with knowledgeable technical support employees. This support service shall not be outsourced to a third-party support organization.
- The manufacturers support organization shall be capable of responding to critical issues on a 24-hour basis using a globally-dispersed support staff (“follow-the-sun” support capability)
- The manufacturer shall provide multiple options for service level agreements. Regardless of which service level agreement is selected, the manufacturer must provide multiple options for product repair turnaround (RMA turnaround) including next day RMA.

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

- Manufacturer support plans shall include both hardware and software maintenance and feature releases, all major release version updates and upgrades and bug fixes for all software versions.
- The manufacturer shall have been producing, marketing and supporting professional video contribution systems for no less than 15 years.
- The manufacturer shall have a US Field Service team of no fewer than 10 individuals capable of performing on-site installation and troubleshooting services.

Fiber Transport and Intercom Systems

Replace existing fiber transport systems for the GAATN ATXN connections and the Austin Central Library with Riedel Systems MediorNet and Bolero wireless intercom systems. Wireless intercom system to cover all ATXN production areas within city hall and remote sites.

12. ADDITIONAL PRODUCTS

Requires installation, integration and complete set-up for workflow.

- (1) KVM System with remote access – Rose Electronics
- (2) Ensemble Bright Eyes Mitto BEM2
- (2) Traveling HD monitor-DIT MMR-B170W 17" Ruggedized LCD Monitor
- (2) Sling Box 350 for remote monitoring.

13. AUDIO/VIDEO MONITORING

While the majority of sources are expected to viewable via Multiviewer(s), there will be sources that will need viewing separately. The studios primary feeds and available back-feeds will need to be prominent in the displays. It is anticipated to use five large quality displays and up to four computer monitor displays for other sources.

Utah Scientific 40x8 Axon SDI Multiviewer

1 SFR18RS 19"-4RU housing with 18 slots, incl rack controller (ERS118) and 2 (redundant) power supply units, SNMP compatible

5 MGG200 8-ch multiviewer card for production applications

(16 scaled windows) with 8x 3Gb/s inputs and dual head 3Gb/s outputs.

5 BPH47 I/O panel for MGG-MGU100-200. DIN 1.0/2.3 connectors.

Qty as determined or as might be required for future installation

14. BILLBOARD SYSTEM

- Separate branding, graphics capability for each playout channel.
- Ability to generate billboard system within the graphics system, prefer integration with same system for graphics and not be an outboard system that has to be manipulated separately.
- Static or Animated Logos
- Images can be displayed at any size up to full-screen
- Analog or Digital Clock
- Date & Temperature Logos
- Date & ambient air temperatures rendered using internal device CG
- Crawl Creation
- Foreground & background color and transparency
- Music player and on-screen music identifier

QTY Three or more channel payout capability with Spanish and English based payout

15. 3 Ross Video Db-Cln-Hw Ross Video Dash Board Server, 1ru

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

16.	3	Ensemble Designs	Berkmt-Full	Brighteye Rack Mount
17.	2	Apc	Smt2200rm2uc	Apc Smart-Ups 2200va Lcd Rm 2u 120v
18.	2	Aja	Og-2x4-Sdi-Da	Opengear 2 X 4 3g-Sdi Re- Clocking DA
19.	3	Tv Logic	Lvm-182w(3g)	18.5" Entry Level Full Featured 1366x768
20.	6	Genelec	8010a	Pro/Nearfield Bi-Amplified 3" Powered Studio Monitor
21.	4	Ensemble Designs	Beps6	Spider Power Supply
22.	4	Ensemble Designs	Beps6-Rp	Redundant Power Supply for Spider
23.	3	Aja	Hi5-Plus	Hd/Sd Sdi To Hdmi, 3g-Sdi Capable, Includes 1-Meter Hdmi Cable
24.	4	Samsung	C27f390fhn	Samsung 27" Curvedscreen Led Backlit Lcd Monitor
25.	4	Ensemble Designs	Bem4-H	Brighteye Mitto Pro Scaler With Hdcp License
26.	4	Bittree	Vpmcm3600-75 P/C	Hd St Mid-Mid Black 3'
27.	1	Ross Video	Srg2200	Ross Video Tsg/Spg With Ntp
28.	2	Ross Video	Graphite-1ru-Audbkm	Ross Video 8x8 Audio Breakout & Mix Engine for Graphite
29.	4	LG	34um69g-B	Lg 34" 21:9 " Widescreen Led Backlit Lcd Monitor
30.	1	Ross Video	Rcp-MeUltrix	Router Panel
31.	2	Bittree	B64tmwnhd	Pnl, Mvj,Econ,1ru,Blk,Wds
32.	2	Sony	Brcw/Mall	Wall Plate Mount For Sony Brc- 3xx
34.	1	Ross Video	Nk-I3g	Ross Video Nk Router Input Card, 8x
35.	1	Ross Video	Nk-O3g	Ross Video Nk Router Output Card, 8x
36.	1	Ross Video	Nk-O3g-Rc	Ross Video Nk Router Back Plane for Outputs
37.	1	Ross Video	Nk-I3g-Rc	Ross Video Nk Router Back Plane for Inputs
38.	2	Aja	Fido-T-12g	Aja Stand Alone Fiber Optic -Sdi Transmitter
39.	2	Aja	Fido-R-12g	Aja Stand Alone Fiber Optic -Sdi Receiver
40.	2	Aja	Hb-T-Sdi	Aja Stand Alone Hd Base T Sdi Transmitter

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

41.	2	Ensemble Designs	Be33	Audio Distribution For Feed From Roland
42.	2	Aja	Hb-R-Sdi	Aja Stand Alone Hd Base T Sdi Receiver
43.	2	Middle Atlantic	R-2200-Rp	2200va Lcd Rm 2u 120v , Shallow 19" Depth
44.	2	Aja	Og-3g-Ama	Audio Emb/Disembbedder
45.	3	Tv Logic	Lvm-170a-3g	17" Entry Level 1366x768 (8 Bit W/Frc Dithering) Wide Viewing Ips Lcd Monitor
46.	2	Black Magic	Audmon-12g	Rackmount Sdi Audio Monitor with Disembedder
47.	2	Aja	Og-Hi5-4k-Plus	Open Gear Hd/Sd Sdi To Hdmi, 3g-Sdi Capable
48.	2	Davis & Sanford	Psgairlift60b	Pnuematic Pedestal And Dolly
49.	2	Aja	Og-Ha5-4k	Open Gear Hdmi To Hd/Sd Sdi, 3g-Sdi Capable
50.	2	Aja	Og-X-Ps	Aja Redundant Power Supply For Og-3-Fr Opendgear 2 Frame
51.	2	Aja	Og-X-Fr	Aja Opendgear-Compatible Rackframe
52.	2	Focusrite	D64r	Dante To Madi Converter For House Audio
53.	2	Wheatstone	Ip88-Sdi-3	Sdi Blade For Embedded Audio Access
54.	1	Ross Video	Ultrix-F/S	Frame Sync License For Ultrix Router Input
55.	1	Ross Video	Sfp-Madi-Coax	Madi Interface For Ultrix Router
56.	1	Ross Video	Rcp-Qe Ultrix	Full Matrix Router Panel
57.	2	Ross Video	Uda8705a	Ross Video Analog Video/Aes/Tri-Level Sync Distribution Amplifier
58.	2	Sony	Srg-360she	Single Imager Hd Sdi Ptz Camera
59.	1	Sony	Brc-Sdp16	Outdoor Housing Unit, Heater/Blower, No Cooling
60.	4	Sony	BRC-X1000/1	Remote PTZ camera with ethernet control and PoE+ support
61.	4	Sony	WM-BRC	Wall mount brackets
62.	1	Sony	RM-IP500/1	Ethernet PTZ camera controller
63.	4	Panasonic	AW-HE42K	Remote PTZ camera with ethernet control and PoE+ support
64.	4	Panasonic	FEC-40WMK	Wall mount bracket

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

65.	1	Panasonic	AW-RP60GJ	Ethernet PTZ camera controller
66.	1	Stancor	STA-6612B	12VDC/3A power supply
67.	1	H-P	4LE75UT#ABA	ProOne 600 G4 all-in-one Business PC
68.	1	Epiphan	AV.io SDI	SDI-to-USB converter w/ embedded audio processing
69.	2	AJA	ROI-HDMI	HDMI-to-SDI converter/scaler w/ ROI capability
70.	1	Ergotron	24-198-055	Workfit-C PC workstation
71.	1	Ergotron	ZAL25CG/CG4	Zido Adjustable-Height Cart
72.	2	Waber-Tripp	Lite 602-15	Power strip
73.	1	Denon	DN-500BD	DVD/BluRay player
74.	1	Creative Research	232-ATSC+	QAM cable demod
75.	2	Apantac	US-3500	Frame rate converter/scaler
76.	1	Rolls	RA163	2x4 Audio DA
77.	1	Middle Atlantic	SECL2	Security door
78.	3	Tascam	8p Dyna	8-channel mic preamp
79.	2	Network Audio	Mamba	16-channel analog/8-channel AES converter
80.	2	Sennheiser	EW 100 G4-ME4-A1	Wireless mic kit, includes EM 100 G4 receiver, SK 100 G4 transmitter and ME4 lavalier mic
81.	2	Sennheiser	EW 100 G4-945-S-A1	Wireless mic kit, includes EM D1 receiver, SK D1 transmitter and e835 handheld mic
82.	1	Sennheiser	ASA 214	Antenna splitter
83.	2	Sennheiser	A 2003-UHF	Directional antenna, 450-952 MHz
84.	2	Sennheiser	SL Ceiling Mic 2	Ceiling mic array
85.	1	QSC	WCP-1	Remote level control
86.	1	Telos	Hx1	Telephone hybrid
87.	1	QSC	Core 510i CTO	Audio DSP w/ AEC software
88.	7	QSC	CIML4	4-channel mic/line input module
89.	1	QSC	CDN64	Dante interface card
90.	1	QSC	WCP-1	Remote level control

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

91.	6	QSC	IO-8 Flex	8-channel I-O expansion module
92.	1	QSC	NS-1124P	24-port ethernet switch
93.	1	Panduit	DP24688TGY	24-port cat6 patch panel
94.	1	Ross	Iggy	Dante-to-MADI converter
95.	1	Ross	GEAR-BRKT-EARS	Rack mount ears
96.	1	Ross	SFP-MADI-COAX	SFP I-O module
97.	1	Crown	CT41504	channel power amplifier
98.	10	Tannoy	AMS 8DC	8-inch 2-way speaker w/ mount
99.	1	Listen	LT-803	Assitive listening system transmitter
100.	1	PSC	Press Bridge	Press mult
101.	5	Bittree	969A	1.5RU 2x48 Bantam audio patch panel w/ QCP punch-down connections
102.6	Bittree		24"	Bantam audio patch cables
103.	1	EEG	HD492	Closed caption generator/insertter
104.	1	AJA	HELO	Streaming encoder
105.	1	Harmonic	CP9000	VoIP encoder
106.	1	Harmonic	RD9020	VoIP decoder
107.	5	Bittree	B64H-2MWTHD	Video patch panel, 2x32 midsize self-normalling, 1.5RU
108.	6	Bittree	BK3V-STM	36" video patch cord
109.	1	Cisco	C9200L-48PXG-4X	48-port ethernet switch w/ PoE+
110.	1	Panduit	DP48688TGY	48-port cat6 patch panel
111.	6	TrippLite	RS1215	Rack mount power strip
112.	5	TrippLite	TLM1015NC	Rack mount PDU
113.	2	TrippLite	SMART2200RM2U	2200VA UPS/power conditioner
114.	1	TrippLite	SM1500RMXL2UTAA	1.5KVA UPS/power conditioner
115.	1	Dell	Vostro 5000	Windows PC w/ Windows 10 Pro 64-bit OS to support
116.	2	HP	7LL87UT#ABA	EliteDesk 800 G5 PC w/ Windows 10 OS
117.	4	Samsung	LS24H850QFNXZA	H850 WQHD 24" LCD monitor

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

118.	5	Ergotron	45-486-026	Monitor arm
119.	1	Studio Technologies	Model 37	Intercom user station
120.	1	Clearcom	CC-110-X5	Headset w/ XLR5M connector
121.	1	Audivero	Unity	Intercom server software
122.	1	Apple	Mac Mini	Mac OS PC
123.	1	Logitech	K400	Wireless keyboard
124.	2	Plantronics	M95	Bluetooth headset
125.	1	Ross	CBF-113	13x5 SDI/1x1 HDMI production switcher, 1RU frame
126.	1	Ross	PSU-12V16A-6PIN	Redundant power supply for switcher frame
127.	1	Ross	CB9-PANEL	Control panel
128.	1	Ross	PSU-12V4A-2PIN	Redundant power supply for control panel
129.	1	Ross	Xpression LiveCG	Basic graphics software package
130.	1	Ross	XPN-KBD	Custom keyboard for Xpression graphics software
131.	1	Utah Scientific	UDS 64 2RU routing switcher frame w/ 64 HD-SDI inputs and outputs	
132.	1	Utah Scientific	PS/UDSV1	Redundant power supply
133.	2	Utah Scientific	UDS CP2	Router control panel
134.	7	Apantac	US-3500	Frame rate converter/scaler
135.	8	Ensemble	9125	Dual 1x4 HD-SDI DA
136.	1	Ensemble	9110	Dual 1x4 HD-SDI DA
137.	5	Ensemble	5150	1x8 analog video DA
138.	2	Ensemble	9666-XV	Analog audio/HD-SDI embedder
139.	1	Ward-Beck	IMP-16F	16-channel AES balun tranformer panel
140.	2	Ensemble	3RUFRM	Modular equipment frame
141.	2	Ensemble	5020	Redundant power supply
142.	2	Ensemble	5030	Frame controller card
143.	1	Sonifex	RB-DDA6W	1x6 word clock DA
144.	7	Ensemble	6601	1x8/2X4 analog audio DA
145.	1	Ensemble	6600	Modular equipment frame

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

146.	1	Ensemble	6600-RP	Redundant power supply
147.	11	Black Magic Design	SDI to Audio	HD-SDI Audio de-embedder w/ power supply
148.	1	Black Magic Design	SDI to Analog	HD-SDI Audio de-embedder w/ power supply
149.	9	ViewHD	VHD-1X2MN3D 1x2 HDMI DA	
150.	1	Samsung	QN55Q60RAFXZA	55" LED TV w/ HDMI input
151.	1	Apantac	Mi-16+	16x4 multiviewer
152.	2	Samsung	UN32N5300AFXZA	28" LED TV w/ full web browser
153.	2	Black Magic Design	SDI to HDMI	HD-SDI to HDMI converter w/ power supply
154.	1	Chief	MTM1UTV	wall mount
155.	2	Chief	STMS1U	TV wall mount
156.	1	TV Logic	LVM-170A	Waveform/picture monitor
157.	1	Black Magic Design	Smart Scope Duo 4K	Dual-screen waveform/picture monitor
158.	1	QSC	WCP-1	Remote level control
159.	2	Yamaha	HS8I	8" 2-way powered speaker
160.	2	Yamaha	BWS251-400	Speaker wall mount
161.	1	AJA	KiPro	DVR Rack
162.	1	AJA	KiPro Ultra Plus	DVR
163.	2	AJA	Pak512	512 GB record media
164.	1	AJA	Pak Dock	USB media dock
165.	1	Cloner Alliance	Cloner Box Pro	USB AV recorder
166.	1	Rolls	MB15b	Audio buffer amp
167.	1	Monoprice	Balckbird 4K	HDMI audio embedder
168.	1	Denon	DN-700R	Digital Audio Recorder
169.	1	Middle Atlantic	DWR-16-17	Pivoting wall rack, 16RU, 17" deep
170.	1	Middle Atlantic	SECL-88RU	security panel
171.	3	Middle Atlantic	UD2	Rack mount drawer
172.	3	Middle Atlantic	UD3	Rack mount drawer
173.	4	Littlite	LW-12-LED	Task light w/ power supply

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

174.	3	Middle Atlantic	VRK-44-31H	EIA 19" equipment rack, 44RU
175.	1	Middle Atlantic	SPN-44-312	Side panels, pair
176.	6	Middle Atlantic	PD-2420SC-NS	20A vertical power strip, 24 outlets
177.	3	Middle Atlantic	BB-44-1	Copper bus bar
178.	1	Sony	RM-IP500/1	Ethernet PTZ camera controller
179.	1	Horita	VG-50	VITC generator/insertter, rack mount form factor
180.	1	Black Magic Design	SDI to Audio	HD-SDI Audio de-embedder w/ power supply
181.	1	Black Magic Design	Audio to SDI	HD-SDI Audio embedder w/ power supply
182.	1	Wheatstone	ip88-SDI-3	4-channel de-embedder for Wheatnet
183.	1	Harmonic	CP9000	VoIP encoder
184.	2	Harmonic	RD9020	VoIP decoder

Portable Equipment for Video Producers / ATXN-TV

185. 7 Apple Mac Pro
- 3.5GHz 8-core Intel Xeon W processor, Turbo Boost up to 4.0GHz
 - 32GB (4x8GB) of DDR4 ECC memory
 - Radeon Pro 580X with 8GB of GDDR5 memory
 - 256GB SSD storage
 - Stainless steel frame with feet
 - Magic Mouse 2
 - Magic Keyboard with Numeric Keypad - US English
- 186. 5 Sceptre U435CV-UMR Color Tuner Monitors**
187. 5 Apple TV 4K
188. 5 DECIMATOR DMON-4S 4 x SD/HD/3G-SDI to HDMI Converter with Quad Multi-Viewer Function
189. 5 Sony PXW-Z750 (Replacement for 350 and 400 XDCam
190. 2 Sony PXW-Z450 4K UHD Shoulder Camcorder (Body Only)
191. 2 Sony PXW-X400 to PXW-Z450 4K Upgrade Kit
192. 2 Canon CJ20EX7.8B 4K UHD Lens

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

193.	2	Canon 4.3-52mm 4K UHD Portable Full-Servo Lens with 2x Extender
194.	2	Zacuto Gratical Eye Micro OLED EVF
195.	1	Sony PXW-FX9
196.	1	Sony VENICE 6K Digital Motion Picture Camera Package
197.	2	Sony 512GB AXS Memory A-Series Card (4-Pack)
198.	1	ARRI ALEXA Mini LF Ready to Shoot V-Mount Set (LPL)
199.	2	Venus Optics Laowa 24mm f/14 Probe Lens for ARRI PL (Cine-Mod Version)
200.	1	Canon 14mm Sumire Prime T3.1 (PL Mount, Feet)
201.	2	Canon CN7x17 KAS S Cine-Servo 17-120mm T2.95 (PL Mount)
202.	1	Ewa-Marine VFS-5 Underwater Housing for Sony PXW-FS5 XDCAM
203.	1	Ikelite 200DL Underwater Housing and Sony Alpha a7R III Camera Body Kit
204.	1	Atomos Shogun Inferno 7" 4K HDMI/Quad 3G-SDI/12G-SDI Recording Monitor
205.	1	K 5600 Lighting Joker-Bug 1600W Beamer Kit (90-265VAC)
206.	2	1K 5600 Lighting Joker2 800W Kit
207.	1	K 5600 Lighting Joker Bug 200W HMI News Kit
208.	1	Nila Zaila High-Speed Lab Daylight-Balanced 2-Light LED Kit
209.	1	Steadicam AERO 30 Stabilizer with A-30 Arm & V-Mount Battery Mount
210.	1	Steadicam AERO 15 Stabilizer System with V-Lock Battery Plate and 7" Monitor
211.	1	Tilta Nucleus-Nano Wireless Focus Control System
212.	1	DJI Matrice 600 Pro Hexacopter with Ronin-MX Gimbal Kit
213.	3	Porta Brace CO-AB-M Carry-On Camcorder Case (Blue)
214.	3	Porta Brace CTC-5B Traveler Camera Case (Midnight Black)
215.	3	Band-Stor Instrument Storage - 2 Lg Extra-Deep Compartments Model #BND-1500
216.	12	Sennheiser MAT 133-S Table Stand with Programmable Mic Button (Black)
217.	12	Sennheiser MZH3015 Short Gooseneck Mount for ME34, ME35 and ME36 Microphone Capsules (5.9") (15cm)

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

- | | | |
|------|----|---|
| 218. | 12 | Sennheiser ME36 MZH Shotgun Microphone Capsule (Black) |
| 219. | 12 | Sennheiser MZW-36 Velour Windscreen for the ME36 Miniature Shotgun Microphone Capsule |
| 220. | 2 | A/V Mult Box RCI Custom Professional Series BM-AVSDI816 Audio/Video Signal Distribution |
| 221. | 1 | <p>CueiT Software & Controls System with the following features:</p> <ul style="list-style-type: none">• CSSC - Desktop Scroll Control• CSFSC - Foot Scroll Control• CueiT Software Packages• CueB - CueiT Software Interface Device• Monitors & Hoods• CSF10SDI - 10.4" HD-SDI Teleprompter Monitor• CSHM & CSHL - Teleprompter Hood• CSTM24 - 24" Talent Monitor• CSTMML - 24" Talent Monitor Mount• CSTD - Time Display |

SECTION TWO

POST PRODUCTION STORAGE AREA NETWORK & DATA NETWORK

The COA administrative network prevents most activities required for adequate and efficient workflow of video intensive work environments. Contractor will be required to provide all equipment and materials to integrate a comprehensive data/video network within the ATXN-TV facilities. Note: there are existing connections via the administration network that will have to remain and continue.

Features Required:

Editshare Upgrades: (Upgrades to existing system)

(2) XStream EFS 300 3U 128TB (16 x 8TB Drives) Servers (256TB Total), Includes, 2 Port 10GBaseT Network Adapters, 8TB Spare Drives, XStream EFS 200 2U 72TB (12 x 4TB Drives) for COA Library, Includes 10GBaseT Network Adapter, 4TB Spare Drive, 5 year Support and Maintenance and Maintenance for EFS 200, EFS 300 Server and Flow Ingest Servers. 1 Year Support and Maintenance for Flow/Ark DB, Airflow, Flow Automation (2) HP J9728A 2920-48g Switches with 4x10GbaseT ports, 48xGbE, 2 Port Stacking Modules, Onsite Installation and data migration.

Watchguard Firewall:

Firebox M470 with 3-Year Total Security Suite, Appliance, Gold Support, and Threat Detection & ResponseBasic Security Suite, APT Blocker, Data Loss Prevention, Dimension Command, Access Portal, DNSWatch

24/7 Onsite Maintenance and Support:

Editshare and Mac Pro Service Contract. Includes 24/7 telephone support

Unlimited Onsite Service and Maintenance, quarterly check ups, RMA Hardware requests, preventive maintenance, to include Disk repairs and

data migration. Agreement will cover ongoing training, continued maintenance and updates to Editshare Servers and Edit systems.

LTO archival system backups and workflow, Firewall Management and updates.

Integration and management with Amazon AWS Cloud based backup (S3, Glacier)

SECTION THREE

Room A/V Systems and Professional Installed Audio Systems

Appendix A
RFQS 5000 BYS4005
Potential Equipment Systems

City Hall Room that require services:

1001 Chambers, 1027 Executive Session, 1029 Staff Bullpen, 1033 Small Staff Bullpen, 1101 B & C, 2002, 2003, 2005, 2014, 2016, 2017, 2152, 2153, 2154, 2155, 3002, 3003, 3004, 3005, 3102, 3103, 3138, 4002, 4125, 4101. ATXN Master Control and remote production facilities.

These systems consist of display presentation equipment; videoconference equipment; Crestron control system integrated spaces; integrated assistive listening systems; a broadcast media production studio; council chambers; a citizen board and commissions room, CATV building cable system, and integrated audio speaking and reinforcement.