CONTRACT BETWEEN THE CITY OF AUSTIN ("City") AND

Ford Audio-Video Systems, LLC ("Contractor") for

Innovative Electronic Design Announcement Control System Parts and Repair Services
Contract Number MA 8100 GA190000020

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Ford Audio-Video Systems, LLC having offices at 7901 E. Riverside Dr., Bldg. 2-125, Austin, TX, 78744, and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 8100 KDS1002.

- 1.1 This Contract is composed of the following documents:
 - 1.1.1 This Contract
 - 1.1.2 The City's Solicitation, Invitation for Bids, IFB 8100 KDS1002, including all documents incorporated by reference
 - 1.1.3 Ford Audio-Video Systems, LLC Offer, dated 12/12/2018, including subsequent clarifications
- 1.2 <u>Order of Precedence</u>. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - 1.2.1 This Contract
 - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
 - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 <u>Term of Contract.</u> The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12- month periods at the City's sole option.
 - 1.3.1.1 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.
 - 1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).
 - 1.3.1.3 This is a thirty-six (36)-month Contract. Prices are firm for the first twelve (12) months.

- 1.4 <u>Compensation</u>. The Contractor shall be paid a total Not-to-Exceed amount of \$144,900 for the initial Contract term and \$48,300 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order
- 1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.
 - 1.6.1 The Contractor's note on the Bid Sheet was retracted and the pricing accepted as submitted.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

| FORD AUDIO-VISUAL SYSTEMS, LLC | CITY OF AUSTIN |
|--------------------------------------|------------------------------------|
| Greg Bowes | Mike Zambrano |
| Printed Name of Authorized Person | Printed Name of Authorized Person |
| Algo | MAL |
| Signaturé | Signature |
| Director of Contracts & Construction | Contract Management Specialist III |
| Title: | Title: |
| 2/6/2019 | 2-13-2019 |
| Date: | Date: |

Rev. 12-13-2017

CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS INVITATION FOR BIDS IFB 8100 KDS1002

INNOVATIVE ELECTRONIC DESIGN (IED) ANNOUNCEMENT CONTROL SYSTEM PARTS & SERVICES

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office, Kim Larsen kim.larsen@austintexas.gov at least five (5) business days prior to bid opening.

2. **ALTERNATE OFFERS**: (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

- 3. **INSURANCE:** Insurance is required for this solicitation.
 - A. <u>General Requirements</u>: See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
 - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address 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 disgualification from consideration for award
 - ii. 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.
 - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office P. O. Box 1088 Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

- B. <u>Specific Coverage Requirements</u>: The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - 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) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
 - ii. <u>Commercial General Liability Insurance</u>: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

SUPPLEMENTAL PURCHASE PROVISIONS INVITATION FOR BIDS IFB 8100 KDS1002

INNOVATIVE ELECTRONIC DESIGN (IED) ANNOUNCEMENT CONTROL SYSTEM PARTS & SERVICES

- (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) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground 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) Thirty (30) days 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: The Contractor shall provide 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) Thirty (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.

Note: If shipment is made by common carrier, Auto insurance is not required. The contractor shall provide confirmation with price sheet if a common carrier will be use.

C. <u>Endorsements</u>: The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that 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.

4. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12)-month periods at the City's sole option. 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 hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

SUPPLEMENTAL PURCHASE PROVISIONS INVITATION FOR BIDS IFB 8100 KDS1002

INNOVATIVE ELECTRONIC DESIGN (IED) ANNOUNCEMENT CONTROL SYSTEM PARTS & SERVICES

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

6. **DELIVERY REQUIREMENTS:**

- A. Delivery is to be made within fourteen (14) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. Delivery shall be made during normal City of Austin business hours. The City's normal business hours are defined as Monday through Friday, 8:00a.m. 5:00p.m. CST, except for City recognized legal holidays and weekends. The City reserves the right to request in advance optional delivery dates and times.
- C. For Parts
 - All orders must be shipped complete unless prior approval by the Contract Manager has been made in advance.
 - ii. The Contractor shall provide, with each delivery, a shipping or delivery ticket showing the description of each item, quantity, and unit price.
 - iii. No additional delivery charges (FedEx, UPS, etc.) will be paid by the City for any delivery shipments.
 - iv. All orders shall be sent FOB destination.

Delivery Location

| Austin Bergstrom International Airport |
|--|
| Maintenance Control/Warehouse |
| 9400 Freight Lane Suite A |
| Austin, Texas 78719-2301 |
| Days: M-F 8:00a.m. to 5:00p.m. CST |

- D. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing:
 - i. the description of each item
 - ii. quantity ordered
 - iii. quantity shipped
 - iv. unit price
 - v. purchase order number (DO#)
- E. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- F. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- 7. **INVOICES and PAYMENT**: (reference paragraphs 12 and 13 in Section 0300)

SUPPLEMENTAL PURCHASE PROVISIONS INVITATION FOR BIDS IFB 8100 KDS1002

INNOVATIVE ELECTRONIC DESIGN (IED) ANNOUNCEMENT CONTROL SYSTEM PARTS & SERVICES

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. The Aviation Department cannot process payments to or a Third Party on behalf of the Contractor until the Third Party has been approved by the City and included in the Vendor's registration with the City.
- C. Invoices shall be mailed to the below address:

| | City of Austin |
|-------------------------|----------------------------------|
| Department | Department of Aviation |
| Attn: | Accounts Payable |
| Address | 3600 Presidential Blvd Suite 411 |
| City, State Zip Code | Austin, Texas 78719 |
| Email | abia.invoices@austintexas.gov |

D. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) 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.

8. **RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if included in their Offer) 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.

9. **PRE-AWARD**

- A. Prior to awarding a Contract the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registration, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). Offerors, who in the City's opinion do not have the resources to perform, will not be considered for Contract award regardless of their bid price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.
- B. In addition, in order to determine if the Offeror is responsible, the City reserves the right to review the Offeror's plan to comply with the requirements as specified in the Scope of Work. Offerors who in the City's opinion do not have existing agreements or resources in place will not be considered for contract award regardless of their bid price.

10. POST AWARD

CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS

INVITATION FOR BIDS IFB 8100 KDS1002 INNOVATIVE ELECTRONIC DESIGN (IED) ANNOUNCEMENT CONTROL SYSTEM PARTS & SERVICES

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after contract award. The purpose of the meeting is to discuss the terms and conditions of the contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor or the Contractor's Subcontractor maintains the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform the requirements specified in the Scope of Work (Section 0500). The Contractor or the Contractor's Subcontractor shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

11. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must <u>submit as part of their</u> Offer materials specifications/descriptive literature for the non-reference product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offeror.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

12. **HAZARDOUS MATERIALS**:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

13. **RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at http://www.epa.gov/cpg/.

SUPPLEMENTAL PURCHASE PROVISIONS INVITATION FOR BIDS IFB 8100 KDS1002

INNOVATIVE ELECTRONIC DESIGN (IED) ANNOUNCEMENT CONTROL SYSTEM PARTS & SERVICES

C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

14. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least thirty (30) calendar days after written notification. The City reserves the right to refuse any list revision.
- D. 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.
- E. Failure to submit written notification of 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.

15. Pricing Requirements – Non Specified Items

- A. The City may purchase additional items that are available from the Contractor in various quantities using the Published Price List(s) ("Price List(s)") identified in Section 0600 Bid Sheet, Section 4, Discount Off Manufacturer Price List for Non-Specified Products.
- B. Offeror must quote a percentage discount to a price list.
 - i. The percentage discount shall be fixed throughout the term of the Contract, and is not subject to increase. The percentage discount shall remain firm through subsequent renewal periods.

16. 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.

CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS

INVITATION FOR BIDS IFB 8100 KDS1002 INNOVATIVE ELECTRONIC DESIGN (IED) ANNOUNCEMENT CONTROL SYSTEM PARTS & SERVICES

- 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 (FLSA).
- 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.

17. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, Section_0200_V2, <a href="mailto:solicitation_sec

18. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. <u>Airport Security:</u> 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. <u>Security Badges:</u> 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, revocation of security badge, and/or the dismissal of the employee from the ABIA premises.

CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS

INVITATION FOR BIDS IFB 8100 KDS1002 INNOVATIVE ELECTRONIC DESIGN (IED) ANNOUNCEMENT CONTROL SYSTEM PARTS & SERVICES

Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's noncompliance.

- C. <u>Background Investigation</u>: 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 Contractor shall be responsible for the cost thereof (\$40.00 per fingerprint check and \$15 administrative fee).
- D. <u>Badge Fees:</u> Contractor shall provide a \$25.00 refundable fee is required for each airport security badge. The fee is refundable upon the return of a Contractor's badge to Airport Security and I.D. Section. Contractor is responsible for replacement costs and any other fees associated with list security items. Any lost, stolen, or misplaced security badges will be replace at an additional cost to the Contractor as follows 1st replacement \$65.00, 2nd replacement \$90.00, 3rd replacement \$115.00, etc. Upon expiration of the contract, the Contractor shall return all security badges to the Airport Security and I.D. Section Contractors will be charged \$100.00 for each non-returned, non-expired badges over thirty (30) days outstanding. Loss or failure to return a non-expired security access badge or other security items will result in a fee of \$500.00 per badge to be deducted from contract payment after the contract has expired/closed.

19. **ECONOMIC PRICE ADJUSTMENT:**

- A. Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. <u>Effective Date</u>: Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. <u>Adjustments</u>: A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. <u>Indexes</u>: In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) Base Price: Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

SUPPLEMENTAL PURCHASE PROVISIONS INVITATION FOR BIDS IFB 8100 KDS1002

INNOVATIVE ELECTRONIC DESIGN (IED) ANNOUNCEMENT CONTROL SYSTEM PARTS & SERVICES

- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. Index Identification: Complete table as they may apply.

| Weight % or \$ of Base Price: 100% | | | | | | | |
|---|---|--|--|--|--|--|--|
| Database Name: Bureau of Labor Statistics | | | | | | | |
| Series ID: PCU334310334310 | | | | | | | |
| | | | | | | | |
| Geographical Area: N/A | | | | | | | |
| Description of Series ID: PPI industry data for seasonally adjusted | Audio and video equipment mfg, not | | | | | | |
| This Index shall apply to the following items of the | Bid Sheet / Cost Proposal: 1 - 11 | | | | | | |
| | | | | | | | |
| Weight % or \$ of Base Price: 100% | | | | | | | |
| Database Name: Bureau of Labor Statistics | | | | | | | |
| Series ID: CUUR0300SASL5,CUUS0300SASL5 | | | | | | | |
| | | | | | | | |
| Geographical Area: South | | | | | | | |
| Description of Series ID: Services less medical of consumers, not seasonally adjusted | care services in South urban, all urban | | | | | | |
| This Index shall apply to the following items of the Items $1-3$; Section 3, Items $1-3$. | e Bid Sheet / Cost Proposal: Section 2, | | | | | | |
| Calculation: Price adjustment will be calculated as | s follows: | | | | | | |
| , | | | | | | | |
| Single Index: Adjust the Base Price by the same f | actor calculated for the index change. | | | | | | |

Index at time of calculation

Divided by index on solicitation close date

Equals Change Factor

Multiplied by the Base Rate

Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
- 20. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
 - A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, 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 to other eligible governmental

E.

CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS INVITATION FOR BIDS IFB 8100 KDS1002

INNOVATIVE ELECTRONIC DESIGN (IED) ANNOUNCEMENT CONTROL SYSTEM PARTS & SERVICES

agencies that have an interlocal agreement with the City.

- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
- 21. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

| City of Austin |
|---|
| Department of Aviation |
| Mike Robinson – Division Manager |
| Phone: (512) 530-7504 or Email: mike.robinson@austintexas.gov |

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN INVITATION FOR BIDS IFB 8100 KDS1002 SCOPE OF WORK

AUSTIN BERGSTROM INTERNATIONAL AIRPORT INNOVATIVE ELECTRONIC DESIGN ANNOUNCEMENT CONTROL SYSTEM PARTS & REPAIR SERVICES

1. Purpose

The City of Austin ("City" or "COA") is requesting bids from qualified Contractors licensed and experienced in providing preventative maintenance and replacement parts for the Innovative Electronic Design (IED) announcement control system within the Austin Bergstrom International Airport (ABIA) Barbara Jordan terminal in accordance with applicable Federal and State codes and regulations. Services under this solicitation include, but are not limited to, preventative maintenance, emergency and remedial repairs and replacement parts. This system is used by ABIA and our partner airlines to make public announcements to the travelling public and for playing various security and safety announcements throughout the facility.

The specification describes and establishes minimum standard requirements for the announcement control system, innovative electronic designs (IED) parts.

2. Background

ABIA currently has an existing IED announcement control system installed in our terminal building that is being upgraded to the latest digital technology. The new system shall be installed and brought online to run in tandem with the old system until the entire system is upgraded and completed by March 2019.

3. Contractor Requirements

- 3.1 Contractor shall provide all items listed on the 0600 Price Sheet on an as-needed basis. The City reserves the right to add non-specified items to the contract throughout the term of the contract at a % discount off manufacturer price list.
- 3.2 The Contractor shall provide all equipment, materials, and tools required to complete the work specified in this solicitation.
- **3.3** The Contractor shall be an Innovative Electronics Designs (IED) factory certified integrator. **Provide proof of certification with the bid response.**
- 3.4 The Contractor shall employ certified integrators, licensed staff, and technicians who are available for emergency service calls, 24 hours a day, 7 days a week, 365 days a year, and who can be onsite within two (2) hours of receiving a call. Upon request, the Contractor shall provide proof of employee certification and licensure to the City's Contract Manager within (7) calendar days.
- 3.5 The Contractor shall provide his/her personnel with all the necessary personal protective equipment and clothing including but not limited to an American National Standards Institute (ANSI) approved hard hat, safety glasses, and safety-toed footwear.

4. Single Point-Of-Contact

4.1 The Contractor shall provide an English-speaking Single Point-Of-Contact (SPOC), not a supervisor or field technician, who will be the designated contact for requesting both scheduled and emergency services, 24 hours a day, 7 days a week, 365 days a year and who has full decision-making authority under this contract.

5. Work/Performance Specifications

CITY OF AUSTIN INVITATION FOR BIDS IFB 8100 KDS1002 SCOPE OF WORK

AUSTIN BERGSTROM INTERNATIONAL AIRPORT INNOVATIVE ELECTRONIC DESIGN ANNOUNCEMENT CONTROL SYSTEM PARTS & REPAIR SERVICES

The Contractor shall provide services as specified below per the existing OEM's specifications and instructions. This provision applies to the announcement control system at the ABIA work site and all existing electrical and wiring infrastructures.

- 5.1 Contractor is responsible for reviewing the existing conditions and field verifying all existing systems before submitting their proposed schedule for services, inspections, and testing.
- 5.2 Contractor shall submit to the ABIA Project Manager or designee a Field Service Report at the conclusion of all work (scheduled and unscheduled) before leaving the site. The report shall be legible and show in detail the hours worked, a description of work performed, parts used and expenses incurred. The report shall identify and document any issues needing further attention and consequences if left unattended.
- 5.3 Contractor shall furnish Safety Data Sheets (SDS) and equipment descriptive literature for ABIA's approval prior to the purchase of materials, equipment, or spare parts.
- 5.4 Contractor shall provide OEM replacement parts and equipment to avoid voiding factory warranty. Delivery shall be made fourteen (14) calendar days after receipt of order.

6. **Deliverables/Milestones**

| Deliverables/ Milestones | Description | Timeline (due/completion date, reference date, or frequency) | Performance Measure/Acceptance Criteria | Contract Reference/Section |
|------------------------------------|--|--|--|-------------------------------|
| Contractor Requirements | The Contractor shall provide all equipment, materials, and tools required to complete the work specified in this solicitation. | nent, ols ete the Determined Based on peeds 100% Compliance | | Section: 3 |
| Single Point-Of-Contact | The Contractor shall provide a Single Point-of-Contact, who has full decision-making authority under this contract. | Upon contract execution | The COA Contract Manager shall confirm the SPOC assignment | Section: 4 |
| Work/Performance Specifications | Contractor is responsible for reviewing the existing conditions and field verifying all existing systems before submitting their proposed schedule for services, inspections, and testing. | Determined Based on needs | The COA Contract Manager shall confirm | Section: 5 |
| Work/Performance Specifications | Contractor is responsible for reviewing the existing conditions and field verifying all existing | Determined Based on needs | The COA Contract Manager shall confirm | Section: 5 |

CITY OF AUSTIN INVITATION FOR BIDS IFB 8100 KDS1002 SCOPE OF WORK

AUSTIN BERGSTROM INTERNATIONAL AIRPORT INNOVATIVE ELECTRONIC DESIGN ANNOUNCEMENT CONTROL SYSTEM PARTS & REPAIR SERVICES

| systems before submitting their proposed schedule for services, inspections, and testing. | | |
|---|--|--|
| | | |



GOAL DETERMINATION REQUEST FORM

| Kim Laresen/42261 | PM Name/Phone | Chris Mendoza/530- 6327 | | |
|---|---|--|--|--|
| ponsor/User Dept. 8100 - ABIA Sponsor Name/Phone | | | | |
| Solicitation No IFB 8100 KDS1002 Project Name | | | | |
| \$63,000 annually | Ad Date (if applicable) | 11/26/2018 | | |
| | | | | |
| o Maint ☐ AD – JOC ☐ PS – Projec vices ☐ Commoditie | ☐ IFB – ct Specific ☐ PS – es/Goods ☐ Coop | Design Build Construction Rotation List erative Agreement cation | | |
| | uncement Control System Pa | urts & Services at ABIA | | |
| | | tablished? Were | | |
| No subcontractors. | | | | |
| k (commodity codes) fo orintout acceptable) | r this project. (Attach com | modity breakdown by | | |
| , loudspeaker type (70%) |); 93937 Electronic Equipme | nt Maintenance & Repair | | |
| | 11/13/2018 | - | | |
| | i | | | |
| | 8100 - ABIA IFB 8100 KDS1002 \$63,000 annually AD - CM@ AD - JOC PS - Project Commodities d Interlocal Act Potion** Fonic Design (IED) Announces Interlocated Inclusive Incl | Sponsor Name/Phone IFB 8100 KDS1002 Project Name \$63,000 annually Ad Date (if applicable) AD – CM@R | | |

| FOR SMBR USE ON | LY | | | |
|-----------------------------------|-----------------------------|---------------------|------------|---------------------|
| Date Received | Date Received 11/13/2018 | | | 11/13/2018 |
| In accordance with determination: | Chapter2-9(A-D)-19 of the A | Austin City Co | de, SMBR i | makes the following |
| Goals | % MBE | % MBE | | VBE |
| Subgoals | % African Americ | American % Hispanic | | Hispanic |
| | % Asian/Native A | American | % V | VBE |
| Exempt from MBE | WBE Procurement Program | ⊠ No Goal | S | |

^{*} Sole Source must include Certificate of Exemption **Project Description not required for Sole Source



GOAL DETERMINATION REQUEST FORM

| This determination is based upon the follow | ing: |
|---|--|
| ☐ Insufficient availability of M/WBEs☐ Insufficient subcontracting opportunities☐ Sufficient availability of M/WBEs☐ Sole Source If Other was selected, provide reasoning: | No availability of M/WBEs No subcontracting opportunities Sufficient subcontracting opportunities Other |
| MBE/WBE/DBE Availability | |
| NIA | |
| Subcontracting Opportunities Identified | |
| NIA | |
| Ahide Garcia | |
| SMBR Staff | Signature/ Date |
| SMBR Director or Designee | |
| Returned to/ Date: | |

CITY OF AUSTIN INVITATION FOR BIDS IFB 8100 KDS1002 PRICE SHEET

Innovative Electronic Design (IED) Announcement Control System Original Equipment Manufacturer (OEM) Parts, Equipment & Services

SPECIAL INSTRUCTIONS:

All parts and equipment shall be Original Equipment Manufacturer (OEM).

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the proposer does not wish to bid on that item.

The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City. The City reserves the right to award by category. The bidder can bid on certain lines items or sections listed below. The quantities noted below are annual estimates and not a guarantee of actual volume or items listed below. Prices shall include all charges for labor, administrative, overhead, per diem, and transportation (i.e. travel time/"trip charge", mileage, and fuel) costs. These expenses shall be included in the prices provided and shall not be paid separately. All orders must be shipped complete unless arrangements for partial shipments are made in advance. NO MINIMUM PURCHASE REQUIRED

All prices shall include FOB Destination, freight prepaid and allowed.

| Item | Description | OEM Part Number | Est. Quantity | 1 | Price Each | Exte | nded Price (Annual) |
|------|---------------------------------------|-----------------|---------------|-----|------------|------|---------------------|
| 1 | Power Amplifier Mainframe | IED T9160L | 6 | \$ | 9,350.84 | \$ | 56,105.0 |
| | | | | No. | | | |
| 2 | Amplifier Cards | IED T6302L | 6 | \$ | 867.18 | \$ | 5,203.0 |
| 3 | Amplifier Cards | IED T6602L | 6 | \$ | 1,092.42 | \$ | 6,554.5 |
| 4 | Amplifier Cards | IED T6150L | 6 | \$ | 635.93 | \$ | 3,815.5 |
| 5 | Announcement Control Center | IED IP108 | 4 | \$ | 12,866.67 | \$ | 51,466.6 |
| 6 | End of Line Loud-Speaker Load Modules | IED 5411EOL | 12 | \$ | 57.81 | \$ | 693.7 |
| 7 | End of Line Loud-Speaker Load Modules | IED 5410EOL | 12 | \$ | 57.81 | \$ | 693.7 |
| 8 | Digital Communications Stations | IED A528HDTE-H | 12 | \$ | 2,182.18 | \$ | 26,186.1 |
| 9 | Digital Communications Stations | IED A528VFM-H | 12 | \$ | 1,950.93 | | 23,411.1 |
| 10 | Digital Communications Stations | IED A528HFM-H | 12 | \$ | 1,950.93 | \$ | 23,411.1 |
| 11 | Digital Communications Stations | IED A528SK-H | 12 | \$ | 693.74 | \$ | 8,324.8 |

0600 Bid Sheet 12/1/2018

| Item | Preventive Maintenance Activity | Description | Frequency | P | rice Each | Extende | ed Price (Annual) |
|------|--|--|-----------|---------|-------------|---------|-------------------|
| 1 | System Health Check (annual) | Routine PM / Check the General Operation of Equipment | 1 | \$ | 3,960.00 | \$ | 3,960.00 |
| 2 | Ambient Sensor Calibration (3x annual) | Routine PM / Tri-Annual Ambient Sensor Calibration /Check | 3 | \$ | 4,287.00 | \$ | 12,861.00 |
| 3 | Software Performance Testing, Configurations, Inspections & Upgrades (annual) | Routine PM / Check the General Operation of Software | 1 | \$ | 9,560.00 | \$ | 9,560.00 |
| | | | TO | TAL FOR | R SECTION 2 | \$ | 26,381,00 |

SECTION 3 - Emergency Repairs / Upgrades

| Item | Emergency Repairs / Upgrades | Description | Frequency | P | rice Each | Extend | ed Price (Annual) |
|------|---|---|-----------|--------|-------------|--------|-------------------|
| 1 | Software Performance 4 Site Visits Annually, 8 Hours per Visit | Software Performance Testing, Configurations, Inspections & Upgrades | 4 | \$ | 905.00 | \$ | 3,620.00 |
| 2 | Software Changes 2 Site Visits Annually, 8 Hours per Visit | Reconfigure Audio Messages, Area Re-Zoning | 2 | \$ | 970.00 | \$ | 1,940.00 |
| 3 | System Repairs 4 Site Visits Annually, 8 Hours per Visit | Onsite Troubleshooting of Electrical/Electronic Components and Software | 4 | \$ | 905.00 | \$ | 3,620.00 |
| | | | ТО | TAL FO | R SECTION 3 | \$ | 9,180.00 |

SECTION 4 - DISCOUNT OFF MANUFACTURER PRICE LIST FOR NON-SPECIFIED PRODUCTS (For Information Purposes Only)

This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase.

Bidder must be able to provide other non-specified items for the announcement control system. The prices for these non-specified items shall be based on the specified CATALOG/PRICE LIST (NAME/NUMBER) and require a percentage (%) discount.

The percentage discount(s) shall be fixed throughout the term of the Contract including any subsequent contract extensions, and are not subject to change.

| Item | ITEM DESCRIPTION | ESTIMATED AMOUNT | DISCOUNT | CATALOG/PRICE LIST NAME & NUMBER |
|------|---|------------------|----------|----------------------------------|
| | Percent Discount based on the manufacturer's suggested price for any additional items not identified in the sections above. | \$20,000.00 | 30 % | IED 32-1812-6005 |
| | | | TOTAL | FOR SECTIONS 1 - 4 \$ 261,426.70 |

NOTES: Due to possible U.S Foreign Trade policy changes and the potential of tarrifs on imported electronic components in 2019, it may be necessary for Ford to request a modification to our proposed pricing from the City of Austin to accomocate for any increased costs import tariffs may have on any equipment provided by IED.

DELIVERY SHALL BE MADE WITHIN 14 CALENDAR DAYS after receipt of order.

DELIVERY TERMS: FOB Destination, Freight Pre-paid and Allowed

DELIVERY METHOD: ____Standard Ground Shipping_



ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

Solicitation: IFB 8100 KDS1002 Addendum No: 2 Date of Addendum: 12/13/2018

This addendum for the above referenced solicitation for Innovative Electronic Design Announcement Control System Parts and Repair Services is to extend the DUE DATE to December 18, 2018, 2:00 PM.

| Name | Authorized Signature | Date |
|---------------------|--|----------|
| ACKNOWLEDGED BY: | | |
| | y Larsen, Procurement Specialist II ng Office, 512-974-2261 | |
| ALL OTHER TERMS AND | CONDITIONS REMAIN THE SAME. | |

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

Solicitation: IFB 8100 KDS1002 Addendum No: 2 Date of Addendum: 12/13/2018

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| ACKNOWLEDGED BY: | | |
| | y Larsen, Procurement Specialist II ng Office, 512-974-2261 | |
| ALL OTHER TERMS AND | CONDITIONS REMAIN THE SAME. | |

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



City of Austin

Solicitation #: IFB 8100 KDS1002

Innovative Electronic Design Announcement

Control System and Repair Services

Due Date: December 18, 2018 at 2:00 P.M. CST

Submitted By:



David Allen, E.E.T., CTS Corporate Vice President Ford Audio-Video Systems, LLC 7901 East Riverside Drive, Suite 125 Austin, TX 78744

Phone: 512-447-1103

Email: alled@fordav.com



The City of Austin

Solicitation # IFB 8100 KDS1002

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Helping People Communicate!

12/12/2018

Kim Larsen, CPPB The City of Austin Municipal Building 124 W. 8th Street, Room 308 Austin, TX 78701

Re: Solicitation # IFB 8100 KDS1002 – Innovative Electronic Design (IED) Announcement Control Systems Parts and Repair Services

Greetings Ms. Larsen,

Ford Audio-Video Systems, LLC (Ford) appreciates the opportunity to provide our response to the above referenced City of Austin solicitation for consideration. Ford has a long history of installing and servicing AV systems at numerous airports nationwide and we have the infrastructure, experience, and personnel available to fully meet the requirements outlined in this solicitation. Ford also recognizes the important role our AV systems have within the airports on the safety and communications with the public and how vital it is that they are operating efficiently 24/7.

Ford has worked alongside the City of Austin supporting the IED system at the Austin Bergstrom International Airport (ABIA) for many years and looks forward to continuing to do so as the new state of the art IED digital system conversion is completed. As the AV system subcontractor on the conversion project, Ford is familiar with the new systems details and understands the ongoing and preventative maintenance efforts necessary to ensure the system is functioning as engineered without any unplanned downtime.

Ford closely reviewed the solicitation requirements and set forth to provide our best response possible to the pricing matrix provided. Ford understands that investing in today's AV technology can involve considerable commitments and we have made every effort to keep our proposed costs to a minimum whenever possible. Ford has built our business based on our strong corporate principle of integrity and establishing long term partnerships with our customers. Ford sincerely values the relationship we have with the City of Austin and looks forward to build on our partnership in the coming years.

We thank you for your time and please do not hesitate to contact me if there are any questions regarding our proposal that may require clarification.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

David Allen, E.E.T., CTS Corporate Vice President



The City of Austin

Solicitation # IFB 8100 KDS1002

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CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: IFB 8100 KDS1002

COMMODITY/SERVICE DESCRIPTION: Innovative Electronic Design Announcement Control System Parts and Repair Services

DATE ISSUED: 11/26/2018

PRE-BID CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: 180100300015

BID DUE PRIOR TO: 12/11/2018, 2:00 PM

COMMODITY CODES: 80355; 93937

BID OPENING TIME AND DATE: 12/11/2018, 3:00 PM

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

RM 308, AUSTIN, TEXAS 78701

PRIMARY: Kim Larsen, CPPB

Procurement Specialist II Phone: (512) 974-2261

E-Mail: kim.larsen@austintexas.gov

Secondary: Lynnette Hicks Proucurement Specialist IV Phone: (512) 974-3349

E-Mail: Lynnette.hicks@austintexas.gov

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select

this link:

http://www.austintexas.gov/department/bid-opening-webinars

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

| Address for US Mail (Only) | Address for FedEx, UPS, Hand Delivery or Courier Service |
|---|---|
| City of Austin | City of Austin, Municipal Building |
| Purchasing Office-Response Enclosed for Solicitation # IFB 8100 KDS1002 | Purchasing Office-Response Enclosed for Solicitation # IFB 8100 KDS1002 |
| P.O. Box 1088 | 124 W 8th Street, Rm 308 |
| Austin, Texas 78767-8845 | Austin, Texas 78701 |
| | Reception Phone: (512) 974-2500 |

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT (1) SIGNED ORIGINAL RESPONSE.

SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT

Offer Sheet - Rev. 06-26-2018

Solicitation No. IFB 8100 KDS1002

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

| SECTION NO. | TITLE | PAGES |
|-------------|---|-------|
| 0100 | STANDARD PURCHASE DEFINITIONS | * |
| 0200 V2 | STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018 | * |
| 0300 | STANDARD PURCHASE TERMS AND CONDITIONS | * |
| 0400 | SUPPLEMENTAL PURCHASE PROVISIONS | 10 |
| 0500 | SPECIFICATION | 3 |
| 0600 | BID SHEET – Must be completed and returned with Offer | 2 |
| 0605 | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return | 2 |
| 0700 | REFERENCE SHEET - Complete and return if required | 2 |
| 0800 | NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION—Complete and return | 2 |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | * |
| 0810 V2 | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018 | * |
| 0815 | LIVING WAGES CONTRACTOR CERTIFICATION-Complete, sign and return | 1 |
| 0835 | NONRESIDENT BIDDER PROVISIONS – Complete and return | 1 |
| 0900 | SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return | 1 |
| 0905 | SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable | 3 |

^{*} Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:

http://www.austintexas.gov/financeonline/vendor connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

| Company Legal Name: | Ford Audio-Video Systems, LLC | |
|------------------------|--|---|
| Company Address | 7901 East Riverside Drive, Suite 125 | |
| City, State, Zip: | Austin, TX 78744 | |
| City of Austin Vend | dor Registration No. FOR1901500 | |
| Printed Name of O | Officer or Authorized Representative: David Allen, E.E.T., CTS | _ |
| Title: Corpor | rate Vice President | |
| Signature of Office | er or Authorized Representative: | _ |
| Date: | 12-12-18 | _ |
| Email Address: _ | alled@fordav.com | |
| Phone Number: | 512-447-1103 | |

* Completed Bid Sheet, section 0600 must be submitted with this signed Offer sheet to be considered for award

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY OFFEROR:

| Name of Local Firm | Ford Audio Video Systems, LLC | |
|--|--------------------------------------|------------------|
| Physical Address | 7901 East Riverside Drive, Suite 125 | Austin, TX 78744 |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years? | Yes | No |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |

SUBCONTRACTOR(S):

| Name of Local Firm | N/A - Not Applicable | |
|---|----------------------|----|
| Physical Address | | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |

| Will your business be providing additional economic development opportunities | | | |
|---|-----|----|--|
| created by the contract award? (e.g., hirring, or employing residents of the City of Austin or increasing | | | |
| tax revenue?) | Yes | No | |

SUBCONTRACTOR(S):

| Name of Local Firm | N/A - Not Applicable | |
|--|----------------------|----|
| Physical Address | | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |

Section 0700: Reference Sheet

Responding Company Name Ford Audio Video Systems, LLC

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

| 1. | Company's Name | State of Hawaii / Depriment of Transportation / Airports |
|----|---------------------------|---|
| | Name and Title of Contact | Annette Knell, Airport Information Unit Supervisor |
| | Project Name | Longstanding Ford customer with multiple AV system projects & support |
| | Present Address | 300 Rodgers Blvd., Box 12 |
| | City, State, Zip Code | Honolulu, HI 96819 |
| | Telephone Number | (808) 836-6459 Fax Number (808) 836-6468 |
| | Email Address | annette.knell@hawaii.gov |
| | | |
| 2. | Company's Name | Denver International Airport (DIA) |
| | Name and Title of Contact | Heather McKee, Sr. Engineer - Life Safety |
| | Project Name | Longstanding Ford customer with multiple AV system projects & support |
| | Present Address | 8500 Pena Blvd. |
| | City, State, Zip Code | Denver, CO 80249 |
| | Telephone Number | (303) 342-2824 Fax Number () |
| | Email Address | heather.mckee@flydenver.com |
| | | |
| 3. | Company's Name | Dallas Fort Worth International Airport (DFW) |
| | Name and Title of Contact | Richard Wagoner, ITS Life Safety |
| | Project Name | Longstanding Ford Customer with multiple AV system projects & support |
| | Present Address | P.O. Box 619428 |
| | City, State, Zip Code | DFW Airport, TX 75261 |
| | Telephone Number | (972) 973-4906 Fax Number () |
| | Email Address | rwagoner@dfwairport.com |
| | | |

Project Profile

Honolulu International Airport Honolulu, HI



ScanQRcodetoviewrelatedvideo.









System Features

The Honolulu International Airport (HNL) is responsible for moving over 20 million passengers seamlessly from place to place each year—all assisted by an extensive audio & video system. HNL uses the Ford AV Technology Assurance Program, which includes a Ford AV engineer available 24/7 on location, to ensure that their AV communication systems are always up and running.

- Two 44' x 7' direct-view LED Flight Information Displays 6MM, 2,000 NIT "brightness" displays can easily be seen from over 100 feet away
- 4K Digital signage media player provides reliable ultra-high definition video content
- Flight Announcement System (FAS) is automated and translated into multiple languages
- The entire audio and video system is digital and transmitted over a data network

Participants

Owner State of Hawaii

Consultant
Ronald N.S. Ho & Associates

AV Contractor Ford Audio-Video Systems





Project Profile

Denver International Airport Denver, CO









System Features

Spanning 53 square miles, linked by 16,000 miles of copper and fiber optic cable, this airport stands as a modern day communications metropolis.

- Microphone paging stations broadcast facility-wide announcements
- IED Flight Announcement System (FAS) relays important information to listeners
- Ambient noise sensors in the airport automatically adjust the paging system output volume based upon noise levels
- Flight Information Display System (FIDS) provides travelers with up-to-date flight information on LCD monitors throughout the airport

Participants

Owner

- City of Denver Architect
- Swanson Rink, Inc.

Consultant

D. L. Adams Associates

AV Contractor

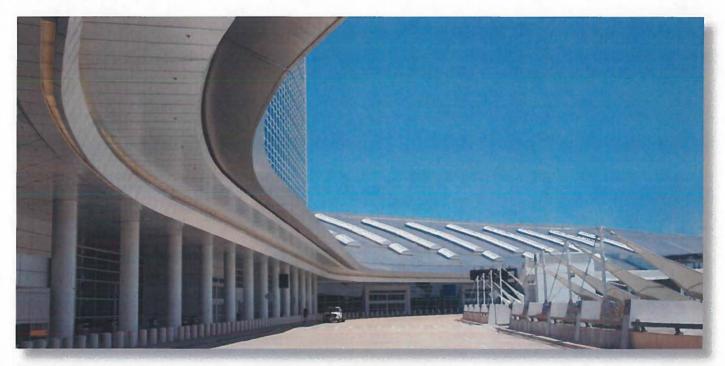
Ford Audio-Video Systems, Inc.

www.fordav.com 800-654-6744



Project Profile

DFW International Airport - Terminal D Dallas/Fort Worth, TX









System Features

This pristine facility integrates the latest technologies to ensure the safey, comfort and security of its travelers.

- Horizontal and vertical paging stations with microphone and keypad assist in broadcasting announcements throughout the facility
- Numerous speakers are aesthetically matched to the varying environments within the terminal
- Ambient noise sensors in the airport automatically adjust the paging system output volume based upon ambient noise levels

Participants

General Contractor

- Austin Commercial, Dallas Architects
- HKS, Inc.
- Corgan Associates

Consultant

- Ross and Baruzzini, Inc. AV Contractor
- Ford Audio-Video Systems, Inc.



City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

| Dated this | 12th | _day of _ | December | |
|------------|------|-----------|----------|--|
| | | | | |

CONTRACTOR

Authorized Signature

Title

Ford Audio-Video Systems, LLC

David Allen, E.E.T., CTS
Corporate Vice President

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

| Employee Name | Employer | Prime or Sub | Your Normal Rate | Employee Job Title |
|------------------|----------|--------------|------------------|--------------------|
| Brandon Anderson | Ford AV | Prime | \$ 35.71 | Project Engineer |
| Julian Peterson | Ford AV | Prime | \$ 35.71 | Project Manager |
| Cody Seebom | Ford AV | Prime | \$ 35.71 | Service Field Eng |
| Jonathan Wilke | Ford AV | Prime | \$ 30.00 | Job Supervisor |
| David MIller | Ford AV | Prime | \$ 22.14 | Installation Tech. |

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

| Contractor's Name: | Ford Audio-Video Systems, LLC | | | |
|--|-------------------------------|-------|----------|---|
| Signature of Officer or Authorized Representative: | DanAlle | Date: | 12-12-18 | |
| Printed Name: | David Allen, E.E.T., CTS | | | ٠ |
| Title | Corporate Vice President | | | |

Section 0835: Non-Resident Bidder Provisions

| Compar | ny Name Ford Audio-Video Systems, LLC |
|--------|--|
| A. | Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended: |
| | Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"? |
| | Answer: Non-Resident Bidder |
| | Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas. Nonresident Bidder- A Bidder who is not a Texas Resident Bidder. |
| В. | If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract or such bid in said state? |
| | Answer: No Which State: |
| C. | If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state? |
| | Answer: |
| | |

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 8100 KDS1002

SOLICITATION TITLE: Innovative Electronic Design Announcement Control System Parts and Repair Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions

a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.)Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.

NO, I DO NOT intend to use Subcontractors/Sub-consultants.

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

YES, I DO intend to use Subcontractors /Sub-consultants.

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

| Offeror Information | | | |
|--|------------------------------------|-----------------------------------|--|
| Company Name | Ford Audio-Video Systems, LLC | | |
| City Vendor ID Code | FOR1901500 | | |
| Physical Address | 7901 East Riverside Drive, STE 125 | | |
| City, State Zip | Austin, TX 78744 | | |
| Phone Number | 512-447-1103 | Email Address alled@fordav.com | |
| Is the Offeror City of Austin M/WBE certified? | ☐ YES Indicate one: ☐ MBE ☐ WE | BE MBE/WBE Joint Venture | |

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontractor of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.

| or allow the Subcontractor to begin work, unless I fir | st obtain City approval of my Request for C | change form. |
|--|---|--------------|
| or allow the Subcontractor to begin work, unless I fir David Allen, E.E.T., CTS | and Alle | 12-13-1 |
| Corporate Vice President | | |

Name and Title of Authorized Representative (Print or Type)

Signature/Date



ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

Solicitation: IFB 8100 KDS1002

Addendum No: 1

Date of Addendum: 11/27/2018

This addendum for the above referenced solicitation for Innovative Electronic Design Announcement Control System Parts and Repair Services is to extend the DUE DATE to December 13, 2018, 2:00 PM.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kimperley Larsen, Procurement Specialist II

Purchasing Office, 512-974-2261

Date

ACKNOWLEDGED BY:

David Allen, E.E.T., CTS

Name Corporate Vice President

Authorized Signature

12-12-18

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



ADDENDUM PURCHASING OFFICE CITY OF AUSTIN, TEXAS

Solicitation: IFB 8100 KDS1002

Addendum No: 2

Date of Addendum: 12/13/2018

This addendum for the above referenced solicitation for Innovative Electronic Design Announcement Control System Parts and Repair Services is to extend the DUE DATE to December 18, 2018, 2:00 PM.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Kimberley Larsen, Procurement Specialist II

Purchasing Office, 512-974-2261

ACKNOWLEDGED BY:

David Allen, E.E.T., CTS

Name Corporate Vice President

Authorized Signature

12-13-18

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE CITY OF AUSTIN PURCHASING OFFICE WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION



The City of Austin

Solicitation # IFB 8100 KDS1002

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| | |



November 27, 2018

To Whom It May Concern:

Innovative Electronic Designs is the sole provider for the hardware and software that supports the Innovative Electronic Designs (IED) Announcement Control Systems (ACS) and GLOBALCOM® (ACS). This unique and proprietary hardware and the necessary software to operate it is the exclusive property of IED and are protected by multiple patents and proprietary protocols. IED uses a network of certified dealers/integrators to provide, install, service, and maintain its systems. Migration from past platforms requires the highest level of airport integration experience and system knowledge.

Ford AV of Oklahoma City, OK (with offices in Oklahoma City, Dallas, Houston, San Antonio, Austin, Tulsa, Denver, California, Las Vegas, Atlanta, New Jersey and Hawaii) is an Innovative Electronic Designs (IED) Certified Integrator of record for many installations nationwide. Ford AV has been trained in sales, engineering, installation, and all services of IED systems – including the past and current life safety systems at DFW. To date, Ford AV has installed the most IED airport systems across the country. Ford AV is designated as Master Certified Integrator for IED Systems through 2019.

Ford AV has maintained excellent standing as an IED Certified Contractor for over 30 years and is a PE Firm, licensed to do engineering by State of Texas and a certified Fire Alarm Integrator with trained/certified technicians.

If I can provide any further information, please respond accordingly.

Best Regards,

Charles A. Kowalczyk

National Sales Manager

GLOBALCOM®

AtlasIED

Charles.Kowalczyk@AtlasIED.com

Mallet Kawalanh



Ford AV Key Contact Information

As one of the Top 5 AV system integrators in the country, Ford has literally thousands of systems in operation daily. Ford supports our customers utilizing a state-of-the-art Technical Assistance Center (TAC) that is staffed 24/7/365 days a year. Our team of AV system and field service engineers have decades of experience ensuring our customers that we have high quality resources readily available to repair any system issues that may arise.

Ford has been providing AV systems for major airports throughout the country for over 40 years. We realize how mission critical our systems are to the safety and daily operation of their facilities and have established a dedicated enterprise service team within our TAC to work directly in servicing our airport clients. The key team members selected are personnel who have been integral in numerous AV and IED system installations and are our most knowledgeable employees on the current features and specifications of the latest IED equipment in the market.

Whenever a service request is initiated from any of our airport clients, the Ford Airport Enterprise Service Team receives prompt notification from Brian Cline, Customer Care/Service Dispatch Manager, and quickly gets to work on diagnosing and resolving the problem at hand. The teams combined expertise and resources ensure that we get the system back and functioning as soon as possible to minimize any system downtime.

Ford Airport Enterprise Service Team – Austin Bergstrom International Airport (ABIA):

Brian Cline Customer Care/Service Dispatch Manager 4800 West I-40 Service Road Oklahoma City, OK 73128 Phone: 405-246-1615

Email: colej@fordav.com

Ford 24/7/365 Toll Free Service Line: 800-654-6744

Jeremy Cole Project Engineer 8349 East 51st. Street Tulsa, OK 74145 Phone: 918-664-2420

Email: colej@fordav.com

Travis Ellis, B.S.E.S Project Engineer 6255 S. Sandhill Drive Las Vegas, NV 89120

Phone: 702-369-9965, ext. 2950

Email: ellit@fordav.com

Jerry McGargill, E.E. Engineering Manager 4320 Carson Street Denver, CO 80239 Phone: 720-374-2345 Email: mcgai@fordav.com

Elijah Love Service Field Engineer 6255 S. Sandhill Drive Las Vegas, NV 89120 Phone: 702-369-9965 Email: lovej@fordav.com

David Allen, E.E.T., CTS Corporate Vice President 7901 East Riverside Drive, Suite 125 Austin, TX 78744 Phone: 512-840-5005

Email: <u>alled@fordav.com</u>

Julien Peterson
Project Manager
7901 East Riverside Drive, Suite 125
Austin, TX 78744
Phone: 512-840-5010
Email: petej@fordav.com

Cody Seebohm Field Service Engineer 7901 East Riverside Drive, Suite 125

Austin, TX 78744 Phone: 512-447-1103 / 512-840-5012 direct

Email: seebc@fordav.com



The City of Austin

Solicitation # IFB 8100 KDS1002

| Section Three – Ford AV Company Information | | <u>Page</u> | |
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| • | Capabilities Statement | 27-28 | |
| • | Corporate Profile | 29 | |
| • | Technical Assistance Center | 30 | |
| • | Service Methodology | 31 | |
| • | WBENC Certification | 32 | |
| • | Ford Audio-Video Systems, LLC - Certificate of Insurance (Note: COI will renew automatically on 12-31-18 and updated copy will of Austin as soon as available from carrier) | 33 - 57 be provided to the City | |



CAPABILITIES STATEMENT-1

GENERAL INFORMATION

Established in 1973, Ford AV is a privately owned Audio/Video Integrator that specializes in the installation of complex technical systems on heavy construction sites and under demanding time schedules.

Single Focus | Engineering and service-based; focused on the design, installation and service of AV systems

Minority Owned | Women-Owned Business Certification

Full-Service Locations | Oklahoma City (Headquarters), Houston, Dallas, Denver, Austin, Las Vegas, Tulsa, Phoenix, New Jersey, Atlanta, and Honolulu

Support Offices | Support staff in Detroit, Kansas City, Wichita, San Jose, Columbus, Washington, D.C., and San Antonio

Human Resources | Employs over 475

Licensing | Low voltage licenses in 20 states. Ford employs licensed Professional Engineers (PE) and is licensed to perform engineering

Financial | Ford AV operates with no debt; has audited financial statements; and is bondable to \$50 million

JOB CENTER

The Job Center is responsible for the execution of each project. Each office provides engineering, programming, design, project management, field supervision, field engineers, installation technicians, service, and sales.

Job Center Staff | Responsible for executing the engineering, management, and installation of all jobs. This includes 60 engineers and programmers, 25 project managers, 35 job superintendents, and 125 installation technicians.

No Outsourcing | No outsourcing of engineering, programming or installation work. Ford self performs all work except jobs where union labor is required. In this case, a union electrical contractor is hired.

Safety | Safety is PRIORITY ONE. Ford's Safety Officer begins each week with a companywide safety meeting, video conferenced to all offices. Daily job site safety meetings are conducted. Ford's Job Superintendents have OSHA-30 certifications and most installation personnel have OSHA-10 certifications maintaining a low EMR rating.

Quality Assurance Team | Job site visits ensure safety regulations and best practices are followed. **Nationwide** | An average of 40 installation crews work across the U.S. each week, with an installation run rate of about \$2 million per week.

Engineering | Staff includes two Registered Professional Electrical Engineers. Ford is proficient with 3D (Revit) and Building Information Modeling (BIM) CAD drawings.

Project Resources | Every job is assigned a Project Manager, Project Engineer, Job Superintendent and an Account Manager. Large projects may have multiple Engineers and Job Superintendents.

FAST FACTS

\$120

Million Annual Sales

600

Projects Annually

475+

Full-Time Employees

11

Full-Service Offices

CLIENTS

AT&T

Dell

DFW International Airport

ExxonMobil

J.W. Marriott

M.D. Anderson

State Farm

PURCHASING CONTRACTS

BuyBoard

GSA

NCPA

OMES of Oklahoma

State of Arizona - Procure AZ

State of Texas - DIR

TIPS Interlocal Purchasing Systems

UT Supply Chain Alliance

(And others)



CAPABILITIES STATEMENT-2

NETWORKING

Certifications | Ford AV employs Cisco CCNA and CCNP certified team members and is a Cisco VAR.

Internal Network | Ford manages a MPLS data network between offices without outsourcing IT, networking, server, or data storage functions. Ford utilizes Skype for Business, Polycom, and Cisco videoconferencing on a daily basis.

Experience | Ford provides full integration, configuration, and maintenance of videoconferencing systems and bridges including Polycom, Cisco, LifeSize, and Skype for Business.

Design Collaboration | IT personnel collaborate with AV design teams on projects with AV systems that operate on a corporate network. IT engineers collaborate with the owner's IT group to ensure all networked systems are correctly configured to support the AV system.

CUSTOMER SERVICE & SUPPORT

Ford AV's Technology Assurance Program provides service options after the installation is complete. The Technical Assistance Center is independently managed and provides a call center staff with tier one, two, and three technical support personnel.

Responsive | The Technical Assistance Center responds to service requests 24/7/365 using a toll-free number and web form.

Service Level Agreements | SLA's are custom tailored to meet the customer's requirements and can include on-site operational support.

Web Portal | A web portal provides access to the customer's current and prior jobs, work orders, sales orders, and includes system drawings, operation manuals, inventory of AV devices by campus, building, floor, room, and more.

Global Support | Ford AV provides international service and support for companies with global operations.

Dedicated Enterprise Support | A dedicated Enterprise Service Manager is assigned to customers who have AV assets dispersed across multiple buildings, states, and countries.

TRAINING & TECHNOLOGY ADOPTION SERVICES

Ford AV maintains a dedicated Customer Training Group to provide technology adoption and training services.

Customized Training | Customized training materials and classes are created to meet the customer's unique needs.

Training Collaboration | The Training Center collaborates early in the project to discuss and design a training program that meets the customer's requirements.

Training Deliverables | Deliverables can include Quick Start Guide, Step-by-Step Guide, technology and system self-paced web-based videos, and on-site classroom instruction.

SOFTWARE DEVELOPMENT

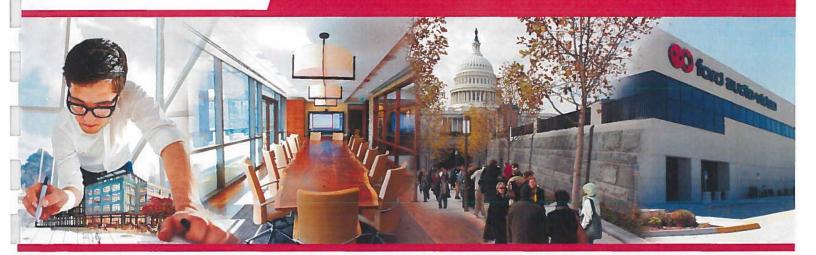
Software is at the center of how current AV systems perform, which is why Ford AV has a dedicated software development team.

Specialized Programming Groups | Two software development groups are maintained – one specializing in AV control systems, and one for business applications.

Programming Collaboration | A programming specialist is assigned early in a project to collaborate in the design and ensure the control system meets the customer's requirements.



CORPORATE PROFILE



Ford AV provides design, installation and service of sound, video and lighting systems. Customers include training centers, corporate boardrooms, government, houses of worship, education, entertainment, airports, and sporting venues. Established in 1973, Ford is one of the top 10 AV technology integrators in the United States.

Ford is renowned in the industry for successfully executing projects of any size and scale for customers with the most aggressive timelines, budget and job site conditions. At the core of this is a large Job Center that is focused on providing an exceptional customer experience by executing each project with excellence. Each project is assigned a team, which includes Project and Field Engineers, Network Administrators, Programmers, Project Managers, Contract Managers, Job Superintendents, Installation Technicians, Training and Service Technicians.

Ford has been awarded the APEx Certification, which is the highest AV integrator status by InfoComm International. It indicates that the integrator has achieved their highest standards for system procedures and customer satisfaction.

Jim and Claire Ford founded Ford AV, a Woman-Owned Business. Claire Ford is the CEO and focuses on daily company operations and processes, while President Jim Ford, a registered Professional Engineer, focuses on sales and engineering.

GENERAL INFORMATION

- > \$120 Million Annual Sales
- > 600 Projects Annually
- > Coverage throughout the U.S.
- > Woman-Owned Business
- > Full-Service Locations | Oklahoma City (HQ), Tulsa, Dallas, Denver, Austin, Las Vegas, Houston, Phoenix, New Jersey, Atlanta, and Honolulu
- > Support Offices | San Jose, Detroit, Kansas City, Wichita, Columbus, Washington D.C., and San Antonio

CAPABILITY

- > Contractor Licenses in 25 States
- > **\$50 Million** Bonding Capacity
- > 250+ in-house, full-time Job Center Personnel
- → Industry Certifications | CTS, CTS-D, CTS-I, APEx, CCNA, CCNP, PMP & Licensed PE
- Manufacturer Certifications | Crestron, AMX, Cisco, Polycom, AtlasIED and more

PERSONNEL

- > 475+ Full-Time Employees
- > 60+ Degreed Engineers
- > 25+ Project Managers
- > 35+ Job Superintendents
- > 125+ Installation Technicians
- > 30+ Dedicated Service Technicians



TECHNICAL ASSISTANCE CENTER



Ford AV understands how important the customers' AV systems are to their day-to-day business success. Whether your installation is a mission critical command and control center, a paging announcement system, a house of worship, or a hotel convention and meeting facility – you require prompt attention to your service and maintenance requests.

To provide technology assurance, Ford developed a centrally-located, state-of-the-art Technical Assistance Center (TAC) strategically placed within our Oklahoma City corporate headquarters. TAC functions as a central network "hub" for our remote assistance centers located within each regional office. It employs a dedicated team of support personnel whose only job is to ensure that service requests are handled promptly and accurately.

TAC Customer Care Representatives answer incoming requests for service, document the requests, dispatch the appropriate Service Technician or Engineer, and track the service ticket through the entire service process.

The Service Technicians and Project Engineers may be sent from a combination of either Ford's local offices or corporate location, depending upon the nature of the service requested. TAC is available 24 hours a day, seven days a week, 365 days a year.

GENERAL INFORMATION

- > \$120 Million Annual Sales
- > **600** Projects Annually
- > Coverage throughout the U.S.
- > Woman-Owned Business
- Full-Service Locations | Oklahoma City (HQ),
 Tulsa, Dallas, Denver, Austin, Las Vegas, Houston,
 Phoenix, New Jersey, Atlanta, and Honolulu
- Support Offices | San Jose, Detroit, Kansas City, Wichita, Columbus, Washington D.C., and San Antonio

CAPABILITY

- Service of ALL manufacturers, all AV systems whether installed by Ford AV or others
- → Industry Certifications | CTS, CTS-D, CTS-I, APEX, CCNA, CCNP, PMP & Licensed PE
- Manufacturer Certifications | Crestron, AMX, Cisco, Polycom, AtlasIED, and more

PERSONNEL

- > 475+ Full-Time Employees
- > 30+ Dedicated Service Technicians
- > 60+ Degreed Engineers
- > 25+ Project Managers
- > 35+ Job Superintendents
- > 125+ Installation Technicians



SERVICE METHODOLOGY

Today's AV technology is sophisticated, and systems are often "mission critical." Ford AV understands the need to protect your investment. You can be assured your communication system is reliable, looks good and sounds great. This is why Ford maintains a 24/7/365 Technical Assistance Center (TAC) so your technology investment is always available.

FROM THE START

Technology assurance starts at the beginning of the project, where Ford's highly-trained and specialized engineering team develops comprehensive schematic line drawings detailing every system connection type, termination type, and device label. These drawings allow Ford's Project Managers, Job Supervisors, and Installation Technicians to understand how they are to complete the installation. Revisions made are available instantly to field crews via tablets to ensure accuracy. Any changes in the field are documented, and the final AS-BUILT drawings are provided to the owner, as well as our Technical Assistance Center.

CENTRALIZED TECHNICAL ASSISTANCE CENTER

When service of your technology is required, Ford's dedicated TAC stands ready for action. By centralizing our response efforts, there is only one place our clients need to go for service 24 hours a day, 7 days a week, no matter where they are located. Our TAC Manager and Coordinators answer all incoming requests via our toll-free 24-hour service phone number, 800-654-6744, or via our online form at www.fordav.com/tac. The TAC staff will document the request for service, evaluate the problem, and attempt to solve the issue over the phone, or remotely (for those customers who allow access to their network). If an on-site visit is necessary, TAC will quickly dispatch the most appropriate personnel, typically a local Service Technician or Project Engineer from the office closest to the project site. Should the problem occur outside of our service area, the technician will be flown to the site as soon as possible.

IN THE FIELD

Ford TAC personnel have the specialized diagnostic tools and experience necessary to pinpoint the problem. If additional technical support is required, the technician contacts TAC to collaborate with other experts. If the service problem escalates, they can utilize the manufacturer's technical support staff. Ford technicians are often afforded immediate tier two support because of our substantial volume of business with many manufacturers.

CUSTOMIZED TECHNOLOGY ASSURANCE PLANS

Ford's commitment to customer satisfaction does not end with the commissioning of a system. This is why additional plans are available that include custom training programs, preventative maintenance and managed services. More information is available at www.fordav.com/support/technology-assurance.



hereby grants

National Women's Business Enterprise Certification

Ford Audio-Video Systems LLC DBA Ford AV

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Council - Southwest, a WBENC Regional Partner Organization.

Certification Granted: November 4, 2011

Expiration Date: November 4, 2019

WBENC National Certification Number: 2005119291

Debbie Sturst

Authorized by Debbie Hurst, President Women's Business Council - Southwest



WOMEN'S BUSINESS

NAICS: 238210, 334310, 443142, 541330 COUNCIL UNSPSC: 32000000, 39111504, 43200000, 45111700, 45111800, 45111900, 45120000, 52161500, 72151602, 72151603, 72151605, 72151701, 72151702, 72151703, 81101700























