Rockwall Independent School District

Request for COMPETITIVE SEALED PROPOSALS

RFCSP 2526.10-001
CAIN MS AND WILLIAMS MS
SOUND SYSTEM REPLACEMENT

Date	Event
October 3, 2025	1st Advertisement / Issue Date
October 7, 2025	Pre-Bid Conference – 2:30 P.M. (CST)
October 10, 2025	Last day to submit questions – 12:00 P.M. (CST)
October 13, 2025	Addendum posted to Address Questions, if necessary
October 23, 2025	Deadline for responses – 2:30 P.M. (CST)
November 17, 2025	Recommendation of award to RISD Board of Trustees

** The District will make every effort to adhere to this schedule; however, dates are subject to change. Any changes will be posted in the form of an addendum on the RISD website. Additional addendums may be posted at the discretion of RISD. Potential respondents are responsible for watching the website for such publications.*

Deliver Sealed Responses to:
Rockwall ISD Administration Building
Purchasing Department
1050 Williams Street
Rockwall, Texas 75087

Rockwall ISD Purchasing Department:
(Contact during Procurement)
Jana Hunter, MBA, RTSBA
Director of Purchasing
972-771-0605
jana.hunter@rockwallisd.org

Rockwall ISD Facilities Department:
(Contact during Project)
Terry Martin
Facilities Services Project Coordinator
972-771-0605
Terry.martin@rockwallisd.org

Pre-Bid Information:
Tuesday, Oct. 7 – 2:30 P.M.
Rockwall ISD Admin. Bldg.

NOTICE

The Rockwall Independent School District (RISD) is soliciting proposals per the specifications stated elsewhere in this solicitation document. A response to this solicitation is an offer to contract with Rockwall ISD and its members based on the specifications and standard terms and conditions contained in the bid document.

Respondents are cautioned to read this document completely and submit all documents. Each respondent, by submitting a response, represents that he/she has read and understands the proposal. Failure to examine the documents will be at the vendor's risk.

Respondents shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer is submitted will be construed by the RISD Board of Trustees to indicate that the respondent agrees to carry out the furnishing of products and services in full accordance with the specifications and other contract documents not withstanding existing material and labor market conditions. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) and/or services specified in the solicitation.

The vendor should propose his/her lowest and best price. All pricing information shall be entered on the proposal in ink or typewritten. Pricing should include packaging and transportation unless otherwise noted by the vendor.

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of the contract, provided, however that the vendor may offer incentive discounts from this fixed price to the District at any time during the contractual term.

Jana Hunter

Jana Hunter, MBA, RTSBA
Director of Purchasing

October 3, 2025
Release Date

DISTRICT OVERVIEW

Rockwall ISD, situated in Rockwall County, Texas, comprises approximately two-thirds of the county's area and shares the county's boundary lines on the North, West and South. The eastern boundary of the district is an irregular line running through the town of Fate.

The District currently has 21 campuses comprised of 16 elementary schools, 4 middle schools, 2 high schools, 2 9th Grade Centers, a College and Career Academy and an alternative school. The District currently serves approximately 18,500 students and employs approximately 2300 employees.

Rockwall ISD has grown by more than 3,000 over the last decade and is expected to grow by nearly 6,000 students by 2030.

Rockwall ISD's Call to Action: Rockwall ISD empowers learners to embody independence, value relationships, and achieve excellence as thriving members of a dynamic community.

We believe that:

- Collaborative relationships create a culture where learners thrive.
- An effective learning environment is collaborative, safe, challenging, and responsive to the diverse needs of all students.
- Learning is a partnership that engages all members of our community to empower empathetic and responsible citizens for success among themselves.
- All learners deserve to be challenged in preparation for lifelong learning and future success.

Core Values:

- Relationships
- Innovation
- Excellence

Rockwall INDEPENDENT SCHOOL DISTRICT

Additional information about Rockwall ISD can be obtained on its website: www.rockwallisd.com

CODE OF CONDUCT

Vendors and their suppliers, installers and all others working on Rockwall ISD facilities are required to understand and adhere to the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a work's removal from the facilities and/or the termination of all subcontractor's contract. Vendors are responsible for the suppliers and installers adherence to these policies. All personnel working on RISD facilities will indicate their understanding and agreement to comply with these rules and responsibilities by submitting a response to this solicitation.

1. Vendor's employees, installers and suppliers who will be entering the district should check in with the Rockwall ISD designated representative.
2. Vendor's employees, installers and suppliers must wear picture ID badges while on Rockwall ISD property.
3. The use of any tobacco products is prohibited on district property. These prohibited items include but are not limited to cigarettes, cigars, vapes and smokeless tobacco.
4. Drugs and alcoholic beverages are prohibited.
5. The use of vulgar or improper language is prohibited.
6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on district property will result in immediate remove from property.
7. School requirements may occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate and understand these circumstances and work with RISD to make-up any scheduling.
8. All contact with student is strictly prohibited.
9. Vendor's employees, installers and suppliers must be properly dressed in work attire which includes the use of proper work shoes and personal protection equipment (as needed).
10. Vendor's employees, installers and suppliers will promptly leave the premises at the end of each work shift or once business purpose has been served.
11. Vendor's employees, installers and suppliers will comply with all state and district rules regarding weapon free zones.
12. Vendor's employees, installers and suppliers shall submit such background information as may be requested by Rockwall ISD to perform criminal background evaluations/investigations.
13. No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on RISD property where students are present: Any offense against a child, any sex offense, any crimes against persons involving weapons or violence, any felony offense against property; or any offense that Rockwall ISD determines to compromise the safety and well-being of staff, students and/or property.

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STANDARD TERMS AND CONDITIONS

The following instructions by the Rockwall Independent School District are intended to afford potential respondents an equal opportunity to participate in the solicitation process. The following Terms and Conditions are standard for the District and apply to all types of purchasing, including this solicitation. In these Terms and Conditions, the terms *respondent, contractor*, *proposer*, *vendor*, and/or *bidder* refer to the person/firm that submits the offer to this solicitation document. The terms *RISD*, *owner*, *district*, and/or *government entity* refer to Rockwall Independent School District.

The documents contained in this solicitation represent the potential agreement between the successful respondent and the school district and supersedes any prior discussions, negotiations, representations, agreements, written or oral.

Any specifications, details, or specific instructions for this solicitation will be found following these Standard Terms and Conditions. Some of the Standard Terms and Conditions may not be applicable to a specific bid or proposal. To the extent each of the terms and conditions is applicable, these shall be deemed to be part of the vendor's bid or proposal documents. If there are specific terms and conditions contained in the bid or proposal documents which are inconsistent with the Standard Terms and Conditions, the specific terms and conditions in the bid and solicitation documents shall control. By submitting a bid or proposal, each vendor or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective officers, trustees, employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract.

The district guarantees no minimum dollar amount in purchase orders against this contract. The scope of this request and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.

The RISD can terminate any resulting award for this request with thirty (30) calendar day notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit RISD to terminate this request in order to enter other contracts or make other arrangements for essentially the same services made the subject of this solicitation.

All bids and proposals from the vendor must remain open for acceptance for sixty (60) days after submittal.

AUTHORITY

The Board of Trustees has delegated to the superintendent the authority to make budgeted purchases for goods and services. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents may be made by the Director of Purchasing. Modifications to contracts/agreements will be made by the Director of Purchasing in accordance with the RISD Board of Trustee guidance, policies, and/or procedures. If a vendor acts on the guidance of a district employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement. The functional administrator for this contract is Terry Martin, Facility Services Project Coordinator.

CONTACT

Contact between soliciting vendors and user departments during this solicitation process or evaluation process is prohibited. Any attempt by a soliciting firm to contact the department may result in disqualification.

VENDOR QUESTIONS

Any explanation desired or questions by a vendor regarding the meaning or interpretation of these instructions or any other documents included in this solicitation must be requested in writing to RISD, Director of Purchasing, 1050 Williams Street, Rockwall, TX 75087 (jana.hunter@rockwallisd.org) with sufficient time allowed for a reply to reach vendors before the submission of their offers. The email subject line for questions should read: "Questions" followed by the solicitation number and title. The deadline for questions regarding this solicitation is October 10, 2025.

ADDENDA

Written responses to vendor questions shall be presented in the form of an Addendum and posted on the District's website at: https://www.rockwallisd.com/Page/380. Respondents should monitor the Purchasing page on the RISD website for such postings. Oral explanations or instructions will not be binding. Rockwall ISD reserves the right to post addendums up to, and including, the business day prior to the deadline. Vendors who submit a bid or proposal without acknowledging receipt of all addenda issued may be deemed to have submitted a bid or proposal not responsive to the solicitation. Failure to receive such addenda does not relieve the vendor from any obligation under the bid or proposal submitted. All formal written addenda become a part of the vendor bid or proposal documents.

PRE-BID MEETING

Any scheduled pre-bid meeting, will be noted on the cover page of this document. In the event a pre-bid meeting is held, attendance is highly recommended to all potential responders. The purpose of this meeting will be to answer any questions regarding the proposal specifications. Proposers are reminded, however, that verbal responses are not binding – only questions answered by formal written agenda will be binding and will be made part of the proposal documents. Proposers must satisfy themselves, upon examination of these specifications in the pre-bid conference, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for proposal will be entertained from either party.

SUBMISSION

The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/respondent. In submitting a response to this solicitation, respondent understands and agrees to be bound by the terms and conditions, provided in this document, which shall be incorporated into any future contracts, agreements, or purchase orders relating to any resulting agreement between the vendor and Rockwall ISD.

Submissions to this request are due by: October 23, 2025 – 2:30 P.M.

Responses must be plainly marked on the outside with the vendor's name and address and the solicitation number. A shipping label has been provided in this packet and its use is highly encouraged. Respondents are instructed to submit (1) one original hard copy (marked ORIGINAL) and (1) one additional hard copy.

Responses must be delivered in a sealed envelope or container and submitted to the Purchasing Department at the RISD Administration Building in sufficient time to be received and time-stamped on or before the published date and time shown within this document or on any subsequent addenda. No other published dates will be binding. Late submissions will not be accepted. Unsigned, unsealed, faxed or late responses will not be accepted. Rockwall ISD will not be responsible for mail delivered from the post office. No oral, telegraphic, telephonic, electronic mail or facsimile transmitted responses will be considered. RISD Purchasing personnel will be the official time keeper for all submissions.

Each vendor shall furnish the information required by the solicitation documents. Proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Emphasis should be placed on conformity to the instructions and requirements of this solicitation and the completeness and clarity of content. Links to web sites for supporting documentation are not acceptable. Expensive bindings, color displays, and advertising materials are not necessary or desired.

Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive. The vendor must sign the Offer Form and return with the other certifications provided

herein. Failure to manually sign the offer may disqualify it from being considered. The person signing the documents must initial erasures or other changes. Signatures by an agent are to be accompanied with evidence of his authority unless such evidence has been previously furnished to RISD.

EXCEPTIONS/MODIFICATIONS/WITHDRAWAL

Responses deposited with Rockwall ISD may be withdrawn prior to the time set for opening. A response may not be withdrawn after the submittal deadline. By submitting a response, the proposer warrants and guarantees that the document has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. If any exceptions are taken to any portion of the bid or proposal, the vendor must clearly indicate the exceptions taken and include a full explanation. Vendor's failure to identify exceptions or proposed changes will constitute acceptance by the vendor of the bid or proposal as proposed by the District. The District reserves the right to reject a bid or proposal containing exceptions, additions, qualifications, or conditions. Any bid or proposal to the District by the vendor, or contract between the District and the vendor, can be modified or withdrawn only by written agreement between Rockwall ISD and the vendor.

BID OPENING

Submittals may be publicly opened immediately after the response deadline on the same day. Responses received by hand delivery or mail after the stated due date and time will remain unopened. Trade secrets and confidential information contained in response shall not generally be open for public inspection, but RISD's records are a matter of public record.

DISQUALIFICATION

Any bid or proposal that does not contain all required contents required by District may be disqualified. Vendor is strongly encouraged to carefully review its bid or proposal documents prior to submitting their response to ensure all requirements are met. Failure to provide the information requested, in its entirety, may be grounds for disqualification of the bid or proposal. Bidders or proposers may also be disqualified and their bids or proposals not considered, among other reasons, for any of the following specific reasons:

a. Reason for believing collusion exists among respondents
b. Reasonable grounds for believing that any respondent is interested in more than one solicitation for the work contemplated
c. Where the respondent, any sub-contractor or supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District
d. Respondent being in arrears on any existing contract/purchase order or having defaulted or failed to perform in a satisfactory manner on a previous purchase order
e. Lack of competency as revealed by pertinent facts, including but not necessarily limited to, experience and equipment, financial statement and questionnaires

f. Uncompleted work that, in the judgement of the District, will prevent or hinder the prompt completion of addition work if awarded.
g. Where the bidder or proposer has failed to perform in a satisfactory manner on a previous purchase order or contract.

RISD expressly reserves the right to:

a. Reject any or all proposals
b. Consider a response irregular if it shows any omissions, alterations of form, additions, or conditions not called for; failure to return all forms and copies; or irregularities of any kind.
c. Waive any minor informality or deficiency in a bid or proposal if it is determined to be in the best interest of RISD
d. Award to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the Respondent chooses to propose "All or None" or is not agreeable to multiple or split awards, it must be noted as a deviation and included with the response.
e. Reissue a request
f. Consider and accept an alternate proposal as provided herein when most advantageous to RISD, including the utilization of other District contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so.
g. Cancel the contract with a thirty-day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds
h. Procure any item or services by other means to meet time-sensitive requirements
i. As part of the evaluation process, seek additional information from bidders or proposers, interview bidders or proposers, and negotiate the terms of a proposal as allowed by Texas law.
j. Negotiate price/delivery for service(s)/products(s) identified by this request. The District reserves the right to reject any and all bids that comply with the specifications or to accept a higher bid that complies, when, in judgment of the District, such proposal offers additional value or function, which justifies the difference in price.
k. Make an award without discussion with any proposer.
l. Be the sole judge of acceptable proposal responses.
m. Cancel part or this entire contract at any time during the term without cause. Notification will be submitted in writing no less than thirty (30) days prior to the effective date. Upon receipt of such notice from the District, vendor shall not thereafter incur, and RISD shall have no liability for, any costs under this solicitation that are not necessary for actual performance of the request between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, RISD shall have no liability to vendor for lost or anticipated profit resulting there from.

n. Terminate for default all or any part of this contract if vendor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which RISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance. RISD may terminate the contract and debar the vendor for future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

Purchases of service or equipment from a business owned in whole or in part by a Rockwall ISD employee shall be permitted only when approved by the Director of Purchasing and when determination has been made that such equipment or service is not an extension of the employee's regular job responsibility at the District. Failure on part of Proposer to disclose ownership by the District employee may be grounds for disqualification.

EVALUATION

Proposals may be evaluated by an Evaluation Committee comprised of key Rockwall ISD personnel in order to fairly evaluate all qualified proposals. Evaluation by committee members will be combined into one score, which will be compared to the other proposals.

To the extent allowed by law, discussions/negotiations may be conducted with vendors who are deemed to be within the competitive range. If discussions/negotiations are conducted, respondents may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of discussions/negotiations.

The solicitation process seeks to find the best overall solution to Rockwall ISD. While it is the intent of the school district to obtain the best quality products and/or services at the lowest prices possible, cost is not the only factor in making the determination of best value. Award shall be made to the qualified respondent(s) whose response is most advantageous to Rockwall ISD. In determining to whom to award a contract and per the Texas Education Code 44.031 (b), the district considers (at a minimum) the following criteria. At the discretion of the district and in evaluation of this solicitation, point values are indicated where applicable.

TEC	Criteria	Description	Weight
(1)	Purchase Price		60
(2)	The reputation of the vendor and of the vendor's goods or services	*The respondent's demonstrated knowledge, competence and experience with similar type services for districts and/or public entities.*	15
(3)	The quality of the vendor's goods or services	*Including but not limited to qualifications and experience of the respondent and team members providing services associated with this solicitation*	10
(4)	The extent to which the goods or services meet the District's needs		5
(5)	The vendor's past relationship with the District	*The respondent's past relationship with the District and quality of references from past or current customers in education.*	5
(6)	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses		
(7)	The long-term cost to the District to acquire the vendor's goods or services	Any proposed price increase beyond the first year, if applicable	5
(8)	For a contract for good and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: - Has its principal place of business in this state; or employs at least 500 persons in this state		
(9)	Any other relevant factor specifically listed in the request for bid or proposals, including compliance with the basic requirements and forms provided in this document		
	In awarding a contract by competitive sealed bid under this section, a school district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Section 271.9051, Local Government Code. This subsection does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.		
	As provided by Texas Education Code 44.043 ("Right to Work"), Rockwall ISD will not consider whether the vendor is a member of, or has any other relationship, with any organization, and the specifications are not intended to, and do not, deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organizations.		

LOBBYING

In order to ensure the integrity of the selection process, the vendor's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other district officials involved in the solicitation from the date it is released until the award.

AWARD

Successful vendor(s) may be notified in writing of District's award. No assignment of a bid, proposal, or resulting contract is permitted without the prior notice to and written consent of Rockwall ISD by means of a Notice to Proceed and/or Authorized Purchase Order or signed contract after a recommendation has been accepted by the RISD Board of Trustees. If respondent requires any other agreement, a draft document must be provided with the proposal. No work shall begin, goods procured or delivered, or costs incurred by vendor until the notice is received. Any cost incurred by the vendor prior to the notice shall not be reimbursed by the District.

Tabulations may be requested by contacting the Director of Purchasing via email upon award of a contract based upon approval by the RISD Board of Trustees, if required. Otherwise, information may be released after award of the contract by the Superintendent or designee.

TERM –

If this solicitation is for a set time period only, or a single purchase, the award will last until the goods or services have been delivered, completed and accepted by the District. The District reserves the right to acquire reasonable amounts of additional goods/services, as listed in the bid or proposal, subject to verification of the same or lower prices and conditions of the bid or proposal and consistent with Texas law. After the initial contract term, the District reserves the right to extend the contract as indicated in this request.

PRICING

All prices proposed by the vendor, and accepted by the District, shall remain in effect throughout the term of the bid proposal, award, contract, or purchaser order, and cannot be increased during that term without written agreement between the vendor and the Rockwall ISD Board of Trustees or its designee. Rockwall ISD reserves the right to show a preference to any bid or proposal that provides a standard discount percentage for goods or services, or a discount for early payment of any bill to the vendor for its goods or services.

BILLING AND PAYMENTS

Per CH Local of District Policy - The District limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for items not ordered via this method. The purchase order number shall appear on all itemized invoices to ensure payment. District employees shall not be permitted to purchase supplies or equipment for personal use through the District's

business office without an authorized purchase order. Completing work or providing product without a purchase order may result in non-payment by the district and/or termination of awarded contract.

The District is a tax-exempt entity under Texas law. Vendor should not include tax on its bid, proposal, quote or invoice to the District. Vendor shall submit itemized invoices on each purchase order in a timely manner following delivery.
Invoices shall indicate the purchase order number and be submitted to RISD Business Office, Attn: Accounts Payable, 1050 Williams Street, Rockwall TX 75087 or emailed to accountspayable@rockwallisd.org.

The vendor shall make no charge or addition to the accepted price for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by RISD (unless specified in the specifications) and the above instruments are submitted and the invoice has been accepted by RISD. All prices shall be F.O.B. destination.

District shall make all payments under this Agreement from current revenues available. In the event no funds, or insufficient funds due to non-appropriation, are available at any time or during any fiscal period when such payment is due, in accordance with Local Government Code Ann. §271.903, District shall notify vendor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which payment was received without penalty or expense to District of any kind whatsoever. However, District shall be responsible to remit payment for all services provided by the Vendor to the District prior to the termination date.

GOODS

The vendor warrants that it owns and is legally able to transfer ownership of the goods or materials that are the basis of the solicitation to Rockwall ISD. The vendor warrants that it owns a clear title free of any materialman's, suppliers, or other type of liens, mortgage, encumbrance, or other security interest in the goods or materials supplied to Rockwall ISD. Any breach to this warranty of title shall be considered a default by the vendor and good cause for termination of the award, contract, or purchase order.

Strict conformance with the standards, specifications, and requirements of the bid or proposal is required by Rockwall ISD. Unless otherwise stated in the specifications, all supplies and components to be provided shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the term of an awarded agreement the vendor believes the furnishings of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

If a brand name or specific model name is shown in the proposed specifications or bid form, such usage is

to indicate an acceptable standard which must be considered if bidding better or equivalent products. Any bid or proposal for such better or equivalent products shall provide significant information on the products to allow the District to determine whether or not they are acceptable.

Any proposed substitution of goods or services to be supplied by the vendor shall require prior written acceptance by the District, unless stated otherwise. The vendor shall be bound to provide all proposed goods or services if its bid or proposal is accepted and awarded by Rockwall ISD, and no changes shall be acceptable unless agreed to in writing by the District.

Vendor assumes all liability for delivering non-compliant goods. The District reserves the right to reject any tender of non-compliant goods and shall require the vendor to take possession of such defective goods at no cost to District, and replace them with compliant goods at no cost to District, unless Rockwall ISD elects, in writing, to accept such non-compliant goods. Such non-confirming goods shall constitute good cause for termination of the contract, purchase order, or award, if not accepted by written agreement by Rockwall ISD or cured by the vendor.

Respondent agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement or the like. If vendor is of the opinion that an infringement or the like will result, he/she will notify RISD to this effect in writing within two weeks after the signing of this a contract. If RISD does not receive notice and is subsequently held liable for the infringement or the like, vendor will indemnify RISD for any damages due to such claim. If vendor, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this document shall be null and void. RISD may pay vendor for the reasonable cost (as determined by RISD) of his/her search as to infringements.

Respondent warrants that the product sold to RISD shall conform to the standards promulgated by the federal government including, but not limited to, the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) and the Consumer Product Safety Commission (CPSC). In the event the product does not conform to applicable safety standards, RISD may return the product for correction or replacements at the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time (i.e., 2 weeks) correction may be made by RISD at vendor's expense.

The terms of the agreement are “no arrival, no sale”. The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods/services at the point or points of delivery. The District shall have the right to inspect the goods at delivery before accepting them.
The vendor shall be responsible for replacing or correcting any defective product or service supplied to the District in response to the Solicitation at no cost to Rockwall ISD.

DELIVERY

Performance of service/delivery of goods shall be made to the location identified on each purchase order or resulting contract. All work performed, as herein shown under the specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type of good/service. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. All delivered equipment, materials or merchandise must be new, unused, free of liens, and in the manufacturer's original packing unless otherwise specified. If a tender is made which does not fully conform, this shall constitute a breach of the contract, purchase order, and award, and the vendor shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the vendor may reasonably notify the district of his intention to cure and may then make a conforming tender within the contract time but not afterward.

The vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) vendor's name and address;(b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. The vendor shall bear the costs of packaging and delivery at reasonable costs unless otherwise provided. Acceptance by the District of any delivery shall not relieve the vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the specifications and shall not waive the District's right to request replacement of defective material.

NOTICE OF DELAYS

Whenever the vendor encounters any difficulty which delays or threatens to delay timely performance, the vendor shall immediately give notice, in writing, to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by Rockwall ISD of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

SAFETY DATA SHEET (SDS)

The vendor shall provide, at no cost to DISTRICT, at least one (1) copy of any Safety Data Sheet (SDS) applicable to any goods or materials to be supplied by the vendor in response to this solicitation.

WARRANTIES

Warranties for goods and services shall be a minimum of one (1) year from completion of the bid or proposal. If goods or services to be provided are of comparable quality, the District may give preference to longer warranties when evaluating the bid or proposal.

The price to be paid by Rockwall ISD shall be that contained in vendor's response, which the vendor warrants to be no higher than the vendor's current prices on orders by others for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event the vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others or, in the alternative, Rockwall ISD may cancel this contract without liability to the vendor for breach or the vendor's actual expense.

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

The vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. The vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by the vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All equipment items awarded as a result of the bid will be covered by an all parts and labor warranty, including any/all transportation charges, for a minimum period of one (1) year.

CONTRACTORS

Persons providing services on a project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
The proposer declares that in the event of the award of a contract to the undersigned to this offer will comply with the Immigration Reform & Control Act of 1986.

Respondents will provide their own tools/equipment required/expected of their craft/trade. The contractor is responsible for permits and fees required and compliance with all local, state, and federal rules, regulations, and statutes. The job site shall be in a clean, safe and orderly condition at all times. It shall be the contractor's

responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.

The contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses from work performed by contractor for the District.

The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.

INSURANCE

The successful respondent, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas. Insurance requirements also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible for making sure the sub-contractor(s) meets the minimum insurance requirement limits as by law.

Insurance must remain in effect for the duration of this contract. Should any policy be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, RISD. The contractor shall notify the district in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the district showing that coverage has been extended.

Vendor may be required to provide a copy of insurance coverage to RISD. If the district is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award. The bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "RISD, Attn: Director of Purchasing, 1050 Williams Street, Rockwall, TX 75087." Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document.

The contractor represents to the district that all employees of the contractor who will provide services on the project will be covered by statutory workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing

false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the project has been completed and accepted by the district.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitled the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

TERMINATION

Vendor shall be considered in default, and such default shall be grounds for the District to terminate any resulting award for this solicitation and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default, in the presence of a failure to perform any of its obligations under any resulting agreement and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. In case of default of the vendor, RISD reserves the right to terminate the purchase order. In case of default of three (3) purchase orders, the district reserves the right to terminate the contract and suspend future business with the vendor.

Rockwall ISD shall have the right to terminate any purchase order to, contract with, or awarded to the vendor, in whole or in part, for cause (including breach of the proposal, warranties, or contract by the vendor**,** or because of loss of federal funding) or for the District's convenience at any time. Any award, contract, or purchase order is subject to termination by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the solicitation on behalf of the District, is at any time while the solicitation is in effect, an employee of the vendor in any capacity or as a consultant to the District with respect to the subject matter of the Solicitation.

If deemed necessary, inspections will be made by authorized District personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.

FORCE MAJEURE

Neither the District nor the vendor shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under the bid or proposal is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of the bid or proposal, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, weather-related emergencies, or other catastrophes, or events or conditions due to law, regulations, ordinances, order of a court of competent jurisdiction, or executive decree or order. However, in the event of such delayed non-performance or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects, or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. These provisions shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the work, as otherwise permitted under the bid or proposal.

CONFLICTS

Effective January 1, 2006 and pursuant to Texas H.B. No. 914 and in accordance with Chapter 176 of the Texas Local Government Code, Section 176.006, any person or entity who contracts or seeks to contract with RISD for the sale or purchase of property, goods, or services (as well as agents of such persons, hereafter referred to as Vendors) are required to file, on an annual basis, a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with RISD is responsible for complying with any applicable disclosure requirements. RISD will post the completed questionnaires on its website. Information regarding H.B. No. 914 may be obtained from the Texas Ethics Commission's website at http://www.ethics.state.tx.us.

Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.
Local Government Code Chapter 171

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The laws states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the

governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The business entity is responsible for first electronically filing Form 1295 with the Ethics Commission. This filing process creates a certification of filing and a completed Form 1295 must be printed, signed by an authorized agent of the business entity and submitted to the school district.

GRATUITIES

Please note that a "gift to a public servant" is a Class A misdemeanor offense if the recipient is a government employee who exercise some influences in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.

The District may, by written notice to the vendor, cancel this solicitation, its contract, purchase order, or award without liability to the vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise were offered or given by the vendor, or any agent or representative of the vendor, to any Board of Trustee member, officer, or employee of the Rockwall Independent School District with an intent to secure favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement. In the event this contract is canceled by the District pursuant to this provision, Rockwall ISD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount used by the vendor to provide such gratuities.

FACILITIES

Rockwall ISD is a tobacco-free, drug-free, weapon-free and alcohol-free environment. No one may use, consume, carry, transport or exchange alcohol beverages, tobacco, cigarettes, electronic cigarettes, controlled substances and/ or illegal drugs while in a school district building or while on school district property. It is the responsibility of the vendor to ensure that its employees, agents, and subcontractors are not under the influence of drugs or alcohol and/or in possession of drugs, tobacco, alcohol, or weapons. If an employee, agent, or subcontractor of vendor is found to be under the influence and/or in possession of drugs/tobacco, alcohol, or weapons at the time of service, the vendor will be notified at once by District that the individual(s) must be immediately restricted from all Rockwall ISD campuses/departments. Repeated offenses by vendor could result in contract termination for default.

For the safety of students, all vendor personnel will sign visitor log in the office at the campus. An identification badge will be worn as required by the campus administrator. Vendor personnel are expected to maintain proper dress and exhibit a vendor badge or wear vendor issued shirts displaying the vendor logo. All contractors must also be in a uniform that identifies them at all times.

All vendor personnel are required to stay within the designated installation areas and may only enter a

teacher's classroom when accompanied by District personnel.

At the time of offer submission, the person or entity submitting an offer must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly held corporation.

Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. Covered employees are all employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Vendors (owners, officers, employees, volunteers, etc.) may not work on District property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- Any offense against a child
- Any sex offense
- Any crimes against persons involving weapons or violence
- Any felony offense involving controlled substances
- Any felony offense against property
- Any other offense the District believes might compromise the safety of students, staff, or property.

ASBESTOS

Vendors who perform work inside the RISD facilities are hereby notified that buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both RISD's responsibilities and the Employer's responsibility to their employees. As a Vendor it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that RISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan.

Products and/or services procured under this agreement may be of a construction nature and will require certification that materials utilized and installed in conjunction with any project involving construction, be it new, renovation or contracted trade services, are free of asbestos and lead.

PUBLIC INFORMATION ACT (PIA) / FREEDOM OF INFORMATION ACT (FOIA)

By entering into a contract, pursuant to Texas Government Code Ann. Chapter 552, Subchapter J, the vendor agrees to be bound by the following terms if the contract has a stated expenditure of at least $1,000,000 for the purchase of goods or services by the District or if the contract results in the expenditure of at least $1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the Rockwall ISD. If the district receives a written request for public information related to this Contract that is in the possession or custody of the vendor and not in the possession or custody of the District, Rockwall ISD shall send, not later than the third business day after the date the District receives the written request, a written request to the vendor that vendor provide that information to the District.

The vendor must:

- Preserve all contracting information related to the contract as provided by the records retention requirements applicable to the District for the duration of the contract;

- Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the vendor upon request of the Rockwall ISD; and,

On completion of the contract, either:

- Provide to the District at no cost all contracting information related to the contract that is in the custody or possession of the vendor; or
- Preserve the contracting information related to the contract as provided by the records retention requirements applicable to the District.

If the requirements of Subchapter J, Chapter 552, Texas Government Code Ann. apply to this Solicitation or Contract, the vendor agrees that the contract can be terminated if the vendor knowingly or intentionally fails to comply with the requirements of that subchapter. Texas Government Code Ann. Chapter 552.374.

Further, under Texas Government Code Ann. Chapter 552.372(c), Rockwall ISD may not accept a bid from or award a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

If a vendor fails to provide the requested information to the District, Texas Government Code Ann. §552.373

requires the District to notify the vendor in writing of the failure and allow 10 business days to cure the violation. Rockwall ISD may terminate the contract if vendor fails to remedy the failure, the District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

INDEMNITY

Except as otherwise expressly provided or prohibited by law, respondent shall defend, indemnify, and hold RISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of respondent, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

ANTI-TRUST

Successful respondent shall assign to RISD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

MEDIATION

In the event of any dispute arising out of, related to, or regarding vendor's bid or proposal, or charges for goods or services provided by the vendor, those disputes will be resolved under the terms of Texas Government Code Ann. Chapter 2251. The vendor further agrees that any dispute regarding the sufficiency of the goods or services supplied by the vendor that is not resolved by discussion with the District, will be submitted to mediation in Rockwall County, Texas, with a mutually-agreed mediator, before either party may file suit. The costs of the mediator will be divided equally between the parties. In the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable and necessary attorneys' fees from the other party.

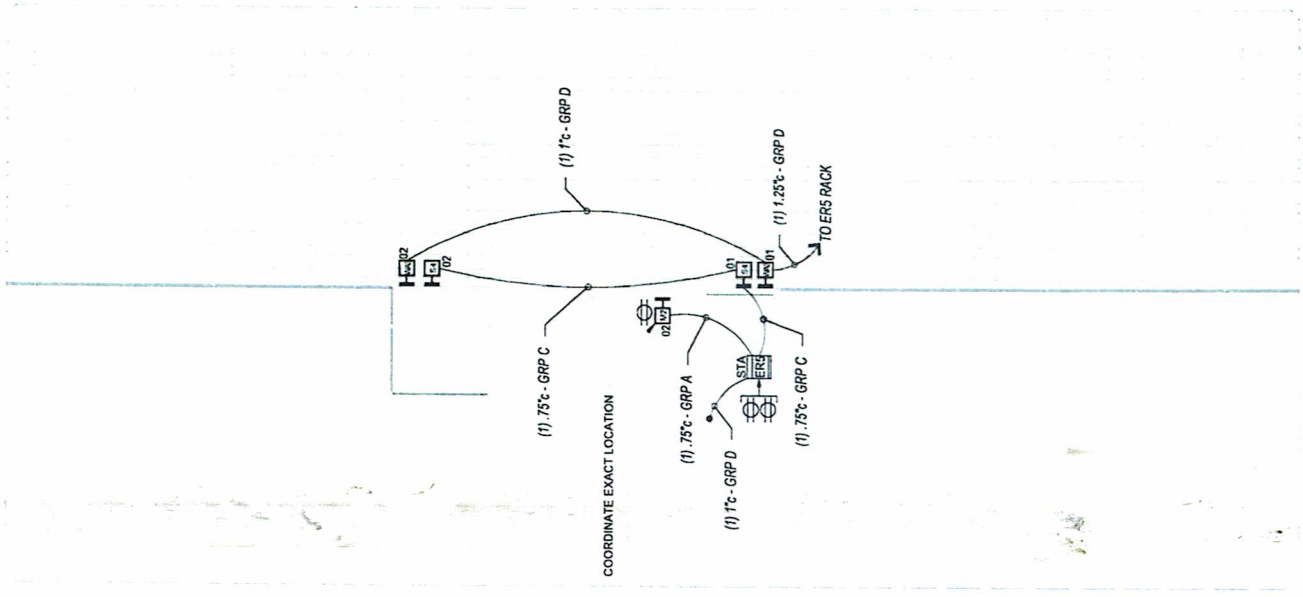
LITIGATION

This procurement, and any resulting award, contract, purchase order, or other agreement arising out of or related to it, shall be governed and interpreted by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Rockwall County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

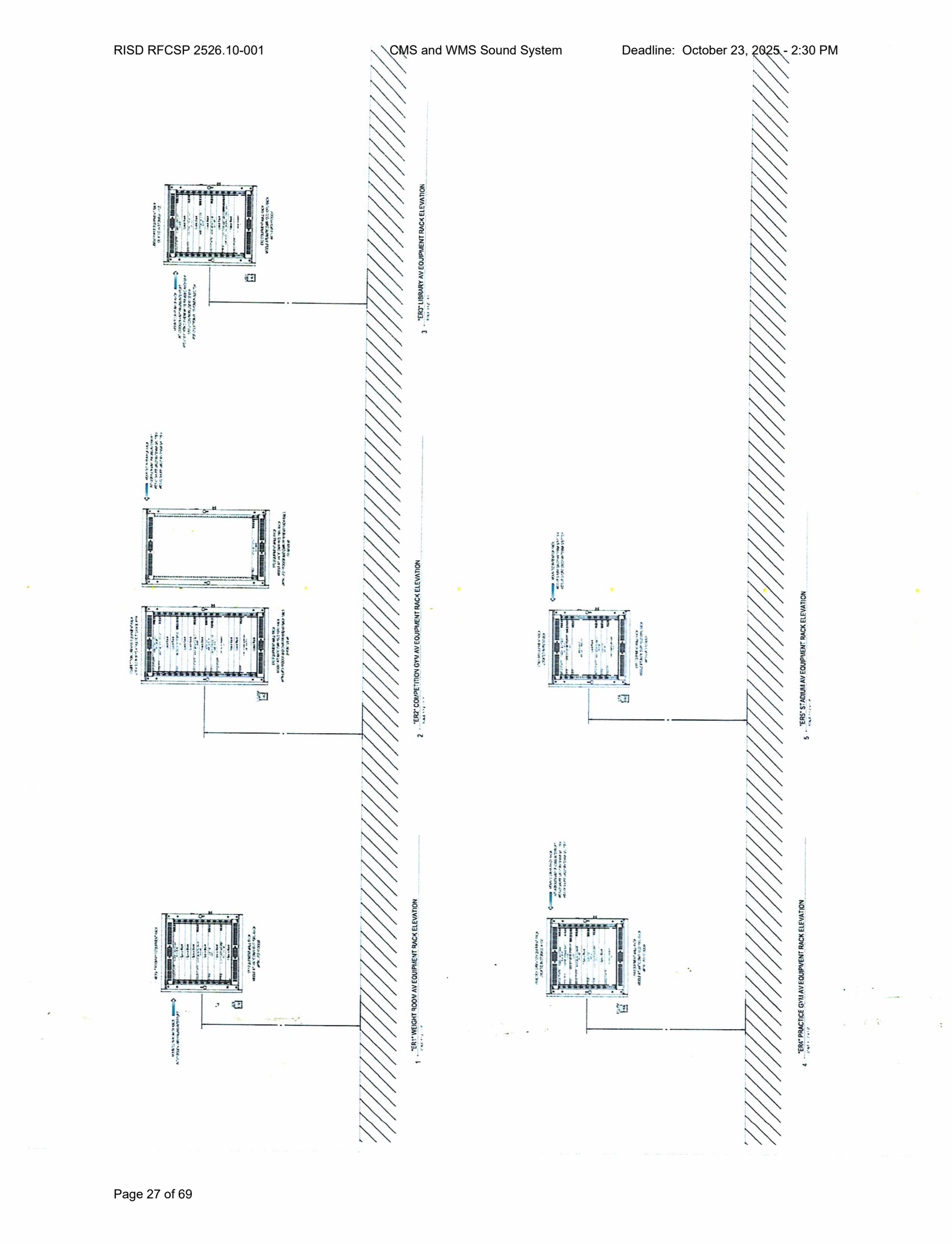
SPECIFICATIONS

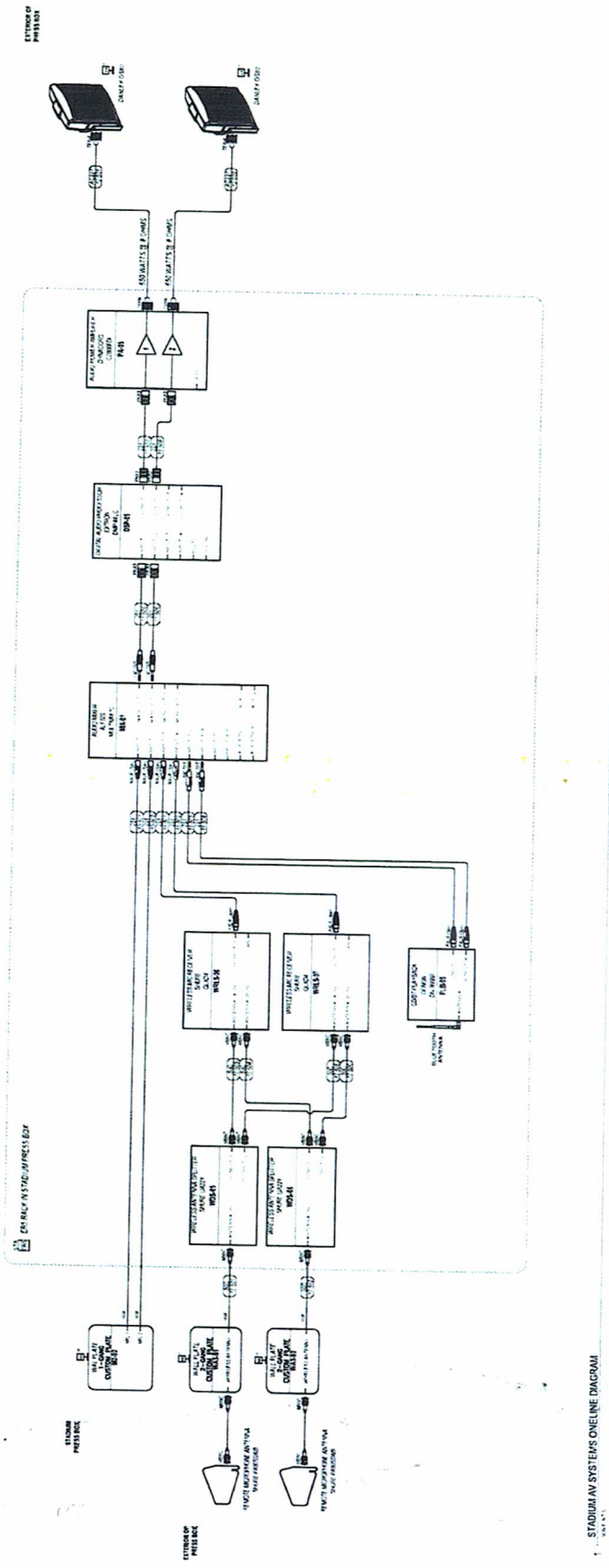


2 - AV FLOOR PLAN - STADIUM



1 - AV ENLARGED FLOOR PLAN - STADIUM


1 "ER1" WEIGHT ROOM AV EQUIPMENT RACK ELEVATION
2 "ER2" COMPETITION GYM AV EQUIPMENT RACK ELEVATION
3 "ER3" LIBRARY AV EQUIPMENT RACK ELEVATION
4 "ER4" PRACTICE GYM AV EQUIPMENT RACK ELEVATION
5 "ER5" STADIUM AV EQUIPMENT RACK ELEVATION



STADIUM AV SYSTEMS ONELINE DIAGRAM

SECTION 27 51 25

SOUND REINFORCEMENT SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. General provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section. Reference all Division 0, Division 1, Division 26 Division 27 specifications, Electrical Drawings, Audio-Visual Drawings, and Technical drawings for additional information. The specification and the drawings are complementary and must be understood together.

B. The work of this section also includes:
1. Required licenses, insurance, and permits including payment of charges and fees
2. Verification of dimensions and conditions at the job site
3. Preparation and delivery of submittal information within 30 days of contract award
4. Pick-up of Owner Furnished Equipment (OFE) and incorporation into project if applicable
5. Development and implementation of AV control system software code and control panel layouts, which shall become the property of the Owner
6. Installation in accordance with the contract document, manufacturer's recommendation, and in conformity with applicable codes and authority having jurisdiction (AHJ)
7. Extension of electrical service, including ground, to equipment locations if required.
8. Final tests and adjustments, written report, and documentation.
9. Instruction of operating personnel
10. Provision of manuals
11. Maintenance services and warranty

1.2 RESPONSIBILITY

A. OTHER MATERIALS
1. All materials, equipment, transportation, equipment rental, and labor necessary to achieve a complete and functionally working system as shown or inferred on the Drawings and in the Specifications. Supply accessories and minor equipment items (such as, but not limited to: power strips, adapters, connectors, mounting hardware, etc.) as needed for the complete system, even if not specifically mentioned in these Specifications or on associated Drawings, without claim for additional payment.

B. DISCREPANCIES
1. Notwithstanding any detailed information in the Contract Documents, it is the responsibility of the Contractor to supply a complete working, tested, and calibrated system or systems. Notify the Architect of any discrepancies in part numbers or quantities before bid. Failing to provide such notification, the

Contractor must supply items, and quantities according to the intent of the Specification and Drawings, without claim for additional payment.

C. CONSTRUCTION DOCUMENTS
1. Specifications and Drawings are complementary. Work called for by one is binding as if called for by both. Any discrepancies between the Specifications and Drawings shall be brought to the attention of the Architect for clarification during the bidding period. No allowance shall subsequently be made to the contractor by reason of his failure to have brought said discrepancies to the attention of the Architect. It is the contractor's responsibility to know the specification and the plans for the project, and to verify that specified or drawn systems will function as intended.

D. COMPLIANCE
1. Execute all work in accordance with the National Electrical Code (NEC), the National Electrical Safety Code, the Occupational Safety and Health Act (OSHA) and all applicable State and Local codes, ordinances, and regulations. If a conflict develops between the contract documents and the appropriate codes and is reported to the Architect prior to the bid opening, the Architect shall prepare the necessary clarification. Where a conflict is reported after contract award, propose a resolution of the conflict and, upon approval, perform Work, without claim for additional payment, unless authorized by the Architect.

E. RELATED WORK SPECIFIED ELSEWHERE
1. Electrical Work
a. Conduit, wireways, floor boxes, wall boxes, pull boxes, junction boxes, AC power circuits, and ground wiring to be provided by the awarded electrical contractor. Do not attempt to connect any equipment that does not simply "plug-in" to an electrical circuit. The jobsite's licensed electrical contractor is responsible for all high voltage work.
2. Structural Work
a. Any structural alterations of the building structure must be approved by the Structural Engineer and Architect before any work can be performed. Once approved, the proper rigging contractor, erection contractor, steel contractor, or others need to perform the work. This does not relate to connecting unistrut, threaded rod, clamps, or similar devices to the structural steel. However, loads must be taken into account. Verify with the Architect that all loads have been reported to the Structural Engineer and have been approved prior to suspending equipment.
3. Drywall/Paint Work
a. If the contractor must open a space that has been covered with drywall and/or paint, communicate this with the drywall and/or paint contractor and the general contractor to make sure that the work is properly covered up once complete.

1.3 REFERENCES

A. Published specification standards, tests, or recommended methods of trade, industry, or governmental organizations apply to Work in this section where cited below:
1. American National Safety Institute (ANSI)
2. American Society of Testing and Materials (ASTM)
3. Electronics Industries Association (EIA)

4. Federal Communications Commission (FCC)
5. National Electrical Manufacturer's Association (NEMA)
6. National Electrical Code (NEC)
7. Underwriters Laboratories (UL)
8. Occupational Safety and Health Administration (OSHA)
9. Building Industry Consulting Service International (BISCI)

1.4 DEFINITIONS

A. In addition to those Definitions of Division 1, the following list of terms as used in these specifications shall be defined as follows:
   1. Furnish - To purchase, procure, acquire, and deliver complete with related accessories
   2. Install - To set in place, join, attach, link, setup, or otherwise connect together and test until complete before turning over to the Owner, all parts, items, or equipment supplied by Contractor.
   3. Provide - To furnish and install

1.5 LIST OF ASSOCIATIONS AND STANDARDS

A. ADA: Americans with Disabilities Act.

B. ANSI: American National Standards Institute, 1430 Broadway; New York, NY 10018.

C. ASTM: American Society for Testing and Materials, 1916 Race Street; Philadelphia, PA 19103.

D. BICSI: (RCDD5 Standards), 8610 Hidden River Parkway, Tampa, FL 33637

E. CBM: Certified Ballast Manufacturers Association, 2116 Keith Building; Cleveland, Ohio 44115.

F. IEEE: Institute of Electrical and Electronics Engineers, 345 East 47th Street; New York, NY 10017.

G. ICEA: Insulated Cable Engineers Association, P.O. Box P, South Yarmouth, MA 02664.

H. NEC: National Electrical Code; NFPA No. 70.

I. NECA: National Electrical Contractors Association, Inc., 7315 Wisconsin Ave.; Washington, DC 20014.

J. NEMA: National Electrical Manufacturers Association, 155 East 44th Street; New York, NY 10017.

K. NESC: National Electrical Safety Code, ANSI 2.

L. NFPA: National Fire Protection Association, 60 Batterymarch Street; Boston, MA 02110.

M. OSHA: Occupational Safety and Health Administration, US Department of Labor; Washington, DC 20402.

N. TAS: Texas Accessibility Standards (TAS) Article 9102.

O. UL: Underwriters Laboratories, Inc., 333 Pfigsten Road; Northbrook, IL 60062
1. Nothing in the Contract Documents shall be construed to permit work not conforming to these codes.
2. When two or more codes or standards are applicable to the same work, then the stricter code or standard shall govern.
3. The date of the code or standard is that in effect on the date of issue stated on the contract documents, except when a particular publication date is specified.
4. The Contractor shall comply with all State, Federal, NFPA, local codes and ordinances that may alter any part of the plans or specifications. The Contractor shall bear all costs for correcting any deficiencies due to non-compliance.
5. Where local codes and ordinances are not in writing or on record but local precedence have been set, the Owner shall pay for any additional resulting cost.

1.6 SUBMITTALS

A. Provide submittals in accordance with Conditions of the Contract and Division 1, Submittal Procedures section unless otherwise indicated.

B. Supplementary submittal requirements:
1. Provide the following in one electronic submission for review within thirty days of issuance of Notice to Proceed (NTP) and prior to commencement of Work:
a. Complete schedule of submittals.
b. Chronological schedule of Work in bar chart form.
c. Manufacturer's Data Sheets:
1) Provide a complete table of contents with the following information:
(a) Project title
(b) Submittal number
(c) Date of submission
(d) Provide a list of Manufacturer's data sheets on products to be incorporated with Work. Arrange data sheets in the same order they appear in this specification. Where a data sheet shows more than one product, indicate the model being proposed with an arrow or other appropriate symbol.
(e) Submit manufacturer's product literature for each type of fire stop material.
(f) Upon Owner's and/or Consultant's request, provide (3) copies of the submittals. Submittals to be bound in a 3-ring-binder sized for 150 percent of the material.
(g) Submissions that do not follow the format and configuration described above, shall be returned without review.
d. Shop Drawings
1) Functional Diagrams/Schematics:
(a) Detailed, redrawn wiring diagrams showing interconnection of components and products, wiring and cabling diagrams depicting cable types and designators, and device designators for each system. Provide connector designations and terminal strip identifications, along with color codes for cables connecting to these devices. Give each component a unique designator and use this designator consistently throughout the project.
e. Coordination Drawing

1) Prepare and submit a set of coordination drawings showing major elements, components, and devices of the audio and video system in relationship with other building components. Prepare drawings to an accurate scale of 1/8" = 1'-0" or larger on suitable sized media.
2) Prepare floor plans, reflected ceiling plans, elevations, sections, and details to conclusively coordinate and integrate all equipment. Indicate locations where space is limited, and where sequencing and coordination of installations is of importance to the efficient flow of the Work including but not necessarily limited to the following:
   (a) Equipment housings
   (b) Wall mounted devices
   (c) Ceiling mounted devices

f. Equipment:
   1) Location of equipment within racks, consoles, or on tables with dimensions; wire routings, and cabling within housings; AC power outlet and terminal strip locations.
g. Patch Panel(s):
   1) Layouts and designation (labeling) strips, including color schemes.
h. Full fabrication details of any custom enclosures and millwork indicating size, material, finish and openings for equipment.
i. Projector, loudspeaker, camera mounting details, include hardware types and load capacity.
j. Fabricated Plates and Panels:
   1) Provide complete drawings on custom fabricated plates or panels. Drawings shall include dimensioned locations of components, component types, engraving information, plate material and color, and bill of material.
k. Labeling: Equipment and cabling labeling scheme - include font sizes and styles, explanation of scheme, and designator schedule.
l. Schedules: Wiring schedule showing source and destination of wiring and indicating which wiring is in conduit. Junction box schedule showing type of box, size, mounting, and location. Include this information with remainder of wiring diagrams.
m. Consultant's project documents in electronic format shall not be supplied to the contractor for their use as part of the submittals.
n. Detail drawings executed at an appropriate scale, but not smaller than 1/8" = 1'-0".
o. Submissions that do not follow the format and configuration described above shall be returned without review.
p. Any other pertinent data which is necessary to provide the work.

2. Control Systems Software
   a. Provide electronic copies of proposed control system user interfaces within (60) days of issuance of Notice to Proceed (NTP).
3. Structural rigging and mounting details:
   a. Structural rigging and mounting details of all loudspeakers suspended from or mounted to the building structure. These drawings shall identify all types of hardware, fittings and material to be used. Detail the product manufacturer, part numbers, and load capacities of the hardware, fittings, and materials selected. All loudspeaker structural rigging and mounting detail drawings shall be signed and sealed by a professional engineer

licensed to practice in the State of Texas and shall include a copy of the design calculations.

b. The signed and sealed drawings noted above to include the following:
   1) Attachment method to building structure for suspended loudspeakers or mounted brackets.
   2) Any secondary steel required for attachment to the building structure.
   3) All fittings, hardware, materials, and cable used for suspended loudspeakers.
   4) All custom brackets, mounts, suspension grids or trusses and loudspeaker cabinet frames or brackets not supplied by the manufacturer of the specific loudspeakers to be mounted or suspended.

c. Loudspeaker Pole details: Include foundation, material types, load capacity and wind loading information. Structural information to include design calculation and copy of engineer's seal licensed to practice in the State of Texas.
   1) Custom Control Software programming for review: It is anticipated that the Owner and Owner's Representative shall have a significant role in originating and reviewing certain software items although it is the Contractor's responsibility to develop this.
   2) Any other pertinent data generated which is necessary to provide the Work.

C. Resubmission requirements
   1. Make all requested corrections or change in submittals required. Resubmit for review until no exceptions are taken.
   2. Indicate all changes that have been made other than those requested.

1.7 CONTRACT CLOSE-OUT DOCUMENTS

A. Provide submittals in accordance with Conditions of the Contract and Division 1, Submittal Procedures section unless otherwise indicated, after substantial completion but prior to final observation.

B. Supplementary submittal requirements:
   1. Provide the following in one electronic submission for review
   2. Equipment Manuals:
      a. Manufacturer's owner/instruction manual for each type of Product by manufacturer and model or part number unless specified otherwise herein.
      b. Supply an equipment log for each system including brands, model/part numbers, and serial numbers for each piece of equipment.
      c. For custom circuits or modifications, a description of the purpose, capabilities, and operation of each of them
      d. Separately bind list by manufacturer and model or part number of Products incorporated within the Work, arranged in alpha numeric order. When applicable, bind Manufacturer's warranty statements separately.
   3. Test Reports: Recorded findings and Commissioning.
   4. System Operation and Instructions; Prepare a complete and typical procedure for the operation of the equipment as a system, organized by subsystem or activity.
      a. This procedure should describe the operation of system capabilities.

b. Assume the intended reader of the manual to be technically inexperienced and unfamiliar with the components and the facility.

5. Service Information, including service phone number(s) and hours; service schedule; description of products recommended or provided for maintenance purposes, and instructions for the proper use of these products.
6. Any other pertinent data generated during the Project or required for service.
7. Within three weeks of final observation, submit the following in one electronic submission for review. Upon Owners and/or Consultant's request, provide (3) copies of the following:
   a. Record drawings: Final rendition of Shop Drawings depicting what is actually incorporated within the Work.
   b. Hardcopy full size set of Record drawings
   c. Three compact disc or DVD's containing Record drawings in AutoCAD editable DWG format and Adobe PDF format. Resolution to be sufficient to permit Owner's technician to be able to clearly read all notes and text on screen.
   d. One set of signed proof-of-training documents
8. Submittal Format:
   a. Record Drawings: Drawings executed at an appropriate scale, but not smaller than 1/8" = 1'-0".
   b. Segregate documents into separate binders containing data relevant to operational, maintenance, and warranty issues. Appropriately duplicate data within the separate bindings when it shall reasonably clarify procedures, e.g., operational data in maintenance binding.
   c. Bind Project Record Manual in titled three ring D style binders sized for 150 percent of the material. Maximum size: three-inch spine. Use multiple volumes as required. Separate major grouping with labeled binder tabs.

C. Resubmission requirements
   1. Make all requested corrections or change in submittals required. Resubmit for review until no exceptions are taken.
   2. Indicate all changes that have been made other than those requested.

1.8 CUSTOM SOFTWARE (AS REQUIRED)

A. Introduction:
   1. Proprietary software provided for the Technical Systems shall be subject to this software license between the Contractor and the Owner as an essential element of the system as defined in the system specification and associated documents, drawings and agreement.
   2. Contractor shall agree that 3rd party proprietary software provided with the system shall be subject to this agreement.
   3. Contractor and Owner agree that this software license is deemed to be part of, and subject to, the terms of the Agreement applicable to both parties; and shall supersede any standard manufacturer or Contractor's standard license agreement.
   4. Proprietary software shall be defined to include, but not be limited to, device and system specific software and firmware designed to run on conventional computer based operating platforms as well as all micro-processor-based hardware used to program, setup, or operate the system or its components.

5. For sake of this agreement, MS Windows® shall not be considered "proprietary" software, unless a non-public version of Windows® or any of its components are critical to the operation of the system in which case it shall be deemed proprietary.

B. License Grant and Ownership:
   1. Contractor hereby grants to Owner a perpetual, non-exclusive, site license to all software for Customer's use in connection with the establishment, use, maintenance and modification of the system implemented by Contractor. Software shall mean executable object code of software programs and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by the Contractor and accepted by the Owner.
   2. Except as expressly set forth in this agreement, Contractor shall at all times own all intellectual property rights in the software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system shall be delivered to Owner for the sole benefit of Owner.
   3. Owner may supply to Contractor or allow the Contractor to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Contractor. All such intellectual property shall remain the exclusive property of Owner and shall not be used by Contractor for any purposes other than those associated with delivery of the system.

C. Copies, Modifications, and Use:
   1. Source code shall be available to Owner for a period of not less than 10 years.
   2. Owner may make copies of the software for archival purposes and as required for modifications to the system. All copies and distribution of the software shall remain within the direct control of Owner and its representatives.
   3. Owner may make modifications to the source code version of the software, if and only if the results of all such modifications are applied solely to the system. In no way does this Software License confer any right for Owner to license, sublicense, sell, or otherwise authorize the use of the software, whether in executable form, source code or otherwise, by any third parties.
   4. All express or implied warranties relating to the software shall be deemed null and void in case of any modification to the software made by any party other than Contractor.

D. Warranties and Representations:
   1. Contractor represents and warrants to Owner that:
      a. It has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Owner;
      b. The goods and services provided by contractor under this Software License, including the software and all intellectual property provided hereunder, are original to Contractor or its subcontractors or partners; and
      c. The software, as delivered as part of the system, shall not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation.

2. Contractor further represents and warrants that, throughout the System Warranty Period, the executable object code of software and the system shall perform substantially in accordance with the System Specifications and Agreement. If the software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the Specification and in the Agreement. No warranty of any type or nature is provided for the source code version of the software which is delivered as is, following final approval by Owner, Architect, and Engineer of design and function of the system at the end of the project.
3. Except as expressly stated in this Agreement, there are no warranties, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, of merchantability, or warranty of no infringement of third party intellectual property rights.

1.9 CONTRACTOR REQUIREMENTS

A. The Proposed Contractor must be experienced in the installation and service of similar systems, as those in this specification and the contract drawings. The proposed contractor should also possess the following:
   1. A minimum of five (5) years of experience with the similar equipment and systems to those listed in this specification.
   2. Have a minimum of three (3) similar sized and scoped projects with the past three (3) years.
   3. Maintain active and authorized dealership with all brands listed in this specification.
   4. Employ sufficient staff to complete the entire project and to honor the warranty period.
   5. Employ CTS and CTS-I staff (certified by AVIXA) and assigned to, and active on this project.
   6. A minimum of one (1) CTS employee to supervise each project, and on site during the construction phase.

1.10 QUALITY ASSURANCE

A. Work: Perform Work in compliance with the applicable standards listed herein and governing codes and regulations of the authorities having jurisdiction and the Contract Documents.
   1. Drawings and specification requirements govern where they exceed Code and Regulation requirements.
   2. Where requirements between governing Codes and Regulations vary, the more restrictive provision applies.
   3. Nothing in the Contract Documents grants authority or permission to disregard or violate any legal requirements.

B. Coordinate exact location and installation of equipment, power, grounding, and raceway requirements with the Architect.

1.11 DELIVERY, STORAGE & HANDLING

A. Ship Products in its original container, to prevent damaging or entrance of foreign matter.

B. Handling and shipping in accordance with Manufacturer's recommendation.

Owner. Warranty replacement and service of equipment shall not apply to Owner furnished equipment (OFE). Coordinate observation visit with the Owner.

PART 2 PRODUCTS

2.1 GENERAL

A. Refer to System Schedules on plan for part numbers and additional information.

B. Product quantities are as required. If a quantity is given, provide at least the given amount. Some products listed may not be required to fulfill the obligations of the Work.

C. Equipment and materials shall be new and conform to applicable UL or ANSI provisions.

D. Regardless of the length or completeness of the descriptive paragraph herein, provide Products complying with the specified manufacturer's published specifications.

E. Remove or blank out all manufacturer's names, logos, or other symbols from loudspeakers or other objects placed in view of the public. If logos are removable, remove and repaint to the color of the adjacent surface reattach.

F. Take care during installation to prevent scratches, dents, chips, etc.

2.2 INTENTION AND SCOPE OF WORK

A. For each system, provide the products and quantities as shown on the plans and schedules.

2.3 ACCEPTABLE MANUFACTURERS

A. Model numbers and manufacturers included in this specification are listed as a standard of function, performance, and quality.

B. Refer to General and Supplementary Conditions and Division 1 Specifications Sections for equipment substitution procedure.

C. If a specified product has been discontinued by a manufacturer, provide the replacement model (as certified by the manufacturer) at no additional cost.

D. Where required, provide manufacturer's rack mount adapter or one manufactured by Middle Atlantic unless specified elsewhere.

E. Acceptable Manufacturers Include:

Allen and Heath	United Kingdom
Atlas IED	Phoenix, AZ
BSS Audio	South Jordan, UT
Community Professional Loudspeakers	Chester, PA
Crestron Electronics	Rockleigh, NJ
Crown Audio	Elkhart, IN
Danley Sound Labs	Gainesville, GA

Denon Professional	Cumberland, RI
Electro-Voice	Fairport, NY
Extron	Anaheim, CA
Furman Contractor	Petaluma, CA
JBL Professional	Northridge, CA
Listen Technologies Corporation	Bluffdale, UT
Lowell Mfg.	Pacific, MO
Middle Atlantic Products	Fairfield, NJ
Neutrik	Charlotte, NC
QSC	Costa Mesa, CA
Octasound	Ajax, ON
Radio Design Labs	Prescott, AZ
Sennheiser	Old Lyme, CT
Shure Incorporated	Niles, IL
Soundcraft	Northridge, CA
West Penn Wire	Washington, PA

F. Other manufacturers must be approved by Architect/Engineer, unless indicated by these specifications.

2.4 CABLES & WIRING

A. All electrical conductors installed under this contract, except where otherwise specified, shall be soft drawn annealed stranded copper having a conductivity of not less than 98% of pure copper, and meet appropriate ratings (e.g. CMR, CMP, etc.)

B. Cable shall carry appropriate fire rating (e.g. CMR, CMP, OFNR, OFNP, etc.) on jacket of cable.

C. Where cables are routed through cable tray, provide tray rated cable of equal specification.

D. Where speaker cables are run exposed through a return air plenum, provide plenum rated cable of equal specification.

E. Shielded cables located in raceways shall have aluminum foil shield with drain wire.

F. The West Penn cables listed below are approved for use on this project and are listed to set the acceptable standard of performance. If field conditions or actual cable pathway requires tray or plenum cable, provide version of cable that meets required rating. Cables from Liberty, Commscope, Gepco, Windy City Wire, and Belden are also acceptable provided they meet the performance specifications of the approved listed cables.

G. Loudspeaker Cables adhere to table below

Wire Size	2Ω Load	4Ω Load	8Ω Load	70-Volt Load
22 AWG	Up to 3 Feet	Up to 7 Feet	Up to 13 Feet	Up to 661 Feet
20 AWG	Up to 5 Feet	Up to 11 Feet	Up to 21 Feet	Up to 1,068 Feet

Wire Size	2Ω Load	4Ω Load	8Ω Load	70-Volt Load
18 AWG	Up to 8 Feet	Up to 17 Feet	Up to 34 Feet	Up to 1,694 Feet
16 AWG	Up to 13 Feet	Up to 27 Feet	Up to 53 Feet	Up to 2,687 Feet
14 AWG	Up to 20 Feet	Up to 43 Feet	Up to 87 Feet	Up to 4,380 Feet
12 AWG	Up to 31 Feet	Up to 69 Feet	Up to 138 Feet	Up to 6,950 Feet
10 AWG	Up to 52 Feet	Up to 110 Feet	Up to 219 Feet	Up to 11,072 Feet
8 AWG	Up to 78 Feet	Up to 174 Feet	Up to 349 Feet	Up to 17,598 Feet
6 AWG	Over 78 Feet or Relocate Amp Rack with approval	Over 174 Feet or Relocate Amp Rack with approval	Over 349 Feet or Relocate Amp Rack with approval	Over 17,598 Feet or Relocate Amp Rack with approval

1. Minimum of CMR Rated, but CMP Rated where required
2. Jacket color: black
3. Approved products:
   a. West Penn 454 (22 AWG)
   b. West Penn 25454 (22 AWG Plenum Rated where required)
   c. West Penn 222 (20 AWG)
   d. West Penn 25222 (20 AWG Plenum Rated where required)
   e. West Penn 224 (18 AWG)
   f. West Penn 25224 (18 AWG Plenum Rated where required)
   g. West Penn 225 (16 AWG)
   h. West Penn 25225 (16 AWG Plenum Rated where required)
   i. West Penn 226 (14 AWG)
   j. West Penn 25226 (14 AWG Plenum Rated where required)
   k. West Penn 227 (12 AWG)
   l. West Penn 25227 (12 AWG Plenum Rated where required)
   m. West Penn HA210 (10 AWG)
   n. West Penn 25210 (10 AWG Plenum Rated where required)
   o. West Penn C208 (8 AWG)
   p. Or approved equivalent(s)

H. Microphone/Line Level Wire:
   1. Provide shielded 22 AWG cable
   2. Bonded jacket
   3. Minimum of CMR Rated, but CMP Rated where required
   4. Jacket color: black
   5. Acceptable Product:
      a. West Penn 454
      b. West Penn 25454 (Where required)
      c. Or approved equivalent

I. Twisted Pair Cable:
   1. Digital Media Shielded Twisted Pair:

a. 350 MHz ultra-high-performance shielded CAT5e (F/UTP)
b. NEC® Type CM and CSA® Type CMR rated
c. Meets HDBT requirements.
d. Color: Blue
e. Acceptable Product:
    1) Crestron DM-CBL-8G-NP
    2) Crestron - DM-CBL-8G-P (where required)
    3) Or approved equivalent

2. Low-Skew/Skew-Free Video Twisted Pair
    a. Acceptable Product:
        1) Extron Skew-Free UTP 22-141-03
        2) Extron Skew-Free UTP-P 22-142-03 (where required)
        3) Or approved equivariant
3. Ethernet/LAN Cable (UTP):
    a. Enhanced category 5e
        1) 4 pair, 24-AWG Bare Copper
        2) Minimum of CMR Rated, but CMP Rated where required
        3) Standard Termination T-568-B
        4) Color - Yellow
        5) Acceptable Product:
            (a) West Penn 4245
            (b) West Penn 254245 (Where required)
            (c) Or approved equivalent
    b. Enhanced category 6
        1) 4 pair, 23-AWG Bare Copper
        2) Minimum of CMR Rated, but CMP Rated where required
        3) Standard Termination T568B
        4) Color - Yellow
        5) Acceptable Product:
            (a) West Penn 4246
            (b) West Penn 254246 (Where required)
            (c) Or approved equivalent
    c. Enhanced category 6A
        1) 4 pair, 23-AWG Bare Copper
        2) Minimum of CMR Rated, but CMP Rated where required
        3) Standard Termination T568B
        4) Color - Yellow
        5) Acceptable Product:
            (a) West Penn 4246A
            (b) West Penn 254246A (Where required)
            (c) Or approved equivalent

J. RF Antenna Cables (as required by manufacturer's specifications)
    1. RG-58/U Type
        a. Minimum of CMR Rated, but CMP Rated where required
        b. 20 (19x32) Tinned Copper Conductor
        c. 100% Bi-Foil, Tinned Copper Braid Shield with 95% or better coverage
        d. Nominal Impedance of 50Ω
        e. Acceptable Products:

1) West Penn 812
2) West Penn 25812 (Where required)

2. RG-213/U Type
   a. Minimum of CMR Rated, but CMP Rated where required
   b. 13 (7x21) Tinned Copper Conductor
   c. Bare Copper Braid Shield with 95% or better coverage
   d. Nominal Impedance of 50Ω
   e. Acceptable Products:
      1) West Penn 810
      2) West Penn 25810 (Where required)
3. RG-8/U Type
   a. Minimum of CMR Rated, but CMP Rated where required
   b. 10 AWG Solid Tinned Copper Conductor
   c. 100% Bonded Bi-Foil + 90% Tinned Cu Braid Shield
   d. Nominal Impedance of 50Ω
   e. Acceptable Products:
      1) West Penn 98G8
      2) West Penn 2598G8 (Where required)

K. Other Misc. Cables:
   1. Acceptable Product:
      a. As per manufacturer specifications

PART 3 EXECUTION

3.1 GENERAL

A. Coordinate incorporation of the Work specified herein with other project work so as to facilitate a cohesive final Products.

B. The installation recommendations contained within ASDI and Telecommunications

C. Distribution Methods Manual are mandatory minimum standards and requirements.

D. Mount equipment and enclosures plumb and level.

E. Permanently installed equipment to be firmly and safely held in place. Design equipment supports to support loads imposed with a safety factor of at least five. Seismic bracing shall be installed on appropriate equipment where local codes require such installation.

F. Verify all locations of equipment in all rooms with Owner's Representative, Owner, and Consultant.

3.2 INSTALLATION

A. Installation of cable and wiring
   1. Cabling and Wiring:
      a. Install cable in a manner to adhere to manufacturer's specifications for maximum cable pulling tension, minimum bend radius, and restrictions.
      b. Provide appropriate support at all horizontal-to-vertical transitions in order to keep the weight of the cable from degrading at the point of transition.

c. If a J-hook or trapeze system is used to support cable bundles, all horizontal cables shall be supported at a maximum of 48-inch (1.2 meter) intervals. At no point shall the cables rest on light fixtures, acoustic ceiling grids, panels, conduits, sprinkler pipe, water pipe and/or HVAC system ducting.
d. Horizontal distribution cables shall be bundled in groups of no more than 50 cables when being supported by J-Hook or trapeze systems. Cable bundle quantities in excess of 50 cables may cause deformation of the bottom cables within the bundle and degrade cable performance. An exception to this rule is when cable is installed in cable tray systems.
e. Cable shall be installed above fire-sprinkler systems and shall not be attached to the system or any ancillary equipment or hardware. The cable system and support hardware shall be installed so that it does not obscure any valves, fire alarm conduit, boxes, or other control devices
f. Cables shall not be attached to ceiling grid or lighting fixture wires. Where support for horizontal cable is required, install appropriate carriers to support the cabling.
g. Any cable damaged or exceeding recommended installation parameters during installation shall be replaced prior to final acceptance at no cost to the Owner.
h. Cables shall be identified by a self-adhesive machine label in accordance with the System Documentation Section of this specification and ANSI/TIA/EIA-606-A. The cable label shall be applied to the cable behind the faceplate on a section of cable that can be accessed by removing the cover plate.
i. Unshielded twisted pair cable shall be installed so that there are no bends smaller than four times the cable outside diameter at any point in the run and at the termination field.
j. Provide splice free wiring and cabling from origination to destination. Cables shall be installed in continuous lengths from origin to destination (no splices). Properly designed transition points, or consolidation points are not considered 'splice points.
k. Make joints and connections with rosin-core 60/40 solder or with mechanical connectors specifically intended for the type and class of cable being used. Where spade lugs are used, crimp properly with ratchet type tool.
l. Take precaution to prevent and guard against electromagnetic and electrostatic hum. For line-level audio signal, float cable shield at one end. Shield not connected to be folded back over cable jacket and covered with heat-shrink tubing. Do not cut off unused shield.
m. Isolate cables and wires of different signals or different levels; and separate, organize, and route to restrict channel crosstalk or feedback oscillation in any amplifier section. Keep wiring separated into groups for microphone level circuits, line level circuits, loudspeaker circuits, and power circuits.
n. Connect cable to active components through XLR connections whenever multiple formats are available. Make connections to speaker transformers with properly sized closed end connectors crimped with factory approved ratchet type tool. Wire nut or "Scotchlock" connectors are not acceptable. Do not wrap audio cable splices or connections with adhesive backed tape.
o. Cover edges of cable and wire pass-through holes in chassis, housings, boxes, etc., with rubber grommets or Brady GRNY nylon grommetting.
p. Execute wiring in strict adherence to:

1) Phillip Giddings. Audio System Design and Installation. Indianapolis: Howard W. Sams & Co., 1990.
2) Don Davis and Carolyn Davis. Appendix II, Recommended Wiring Practices. Sound System Engineering, 2nd Edition. Indianapolis: Howard W. Sams & Co., 1989.
3) AV Installation Handbook Second Edition: The Best Practices for Quality Audiovisual Systems, Infocomm, 2009

2. Equipment Housing Cabling and Wiring:
   a. Lace, tie, or harness wire or cable as required herein, and in accordance with accepted professional practice. Dress, lace or harness all wire or cable to prevent mechanical stress on electrical connections; no wire or cable shall be supported by a connection point. Install cable and wire neatly tied in manageable bundles with cable lengths cut to minimize excess cable slack but still allow for service and testing. Provide horizontal support bars if cable bundles sag. Reference photos below for standard of quality.
   b. Provide adequate service loops so that equipment mounted on rack slides may be pulled fully out, to their locked position without straining cable.
   c. Neatly bundle excess AC power cable from housing mounted equipment with plastic cable ties.
   d. Provide plastic cable ties or Velcro straps to bundle cabling and wiring. Electrical tape and adhesive backed cable tie anchors are not acceptable.
   e. Install with connections completely visible and labeled.
   f. Provide termination resistors, if required, of 5 per cent tolerance; fully visible and not concealed.
3. Approved Products
   a. Cabling and Wire
      1) The Contractor shall provide and install new and unused ASTM bare solid copper conductor wire per ANSI/NEMA codes. Follow the manufacturer's instructions. All wire shall be UL listed for communication and control circuits. All wire exposed in attic spaces shall be plenum rated.
      2) All cable shall have labels on both ends utilizing self-laminating, flexible vinyl film and non-smear nylon marking pens. Utilize Tyton Corporation Part No. RO175 Rite-On labels and Part No. FTP1 nylon marking pens, machine printed labels, or equivalent.
      3) Microphone and line level cable runs shall be NEC type CMP Plenum, 22 AWG, 2-conductor twisted pair with 100% coverage foil shield, and 24 AWG stranded drain wire, West Penn Wire Number 25291 or equivalent.
      4) 25-volt or 70-volt speaker wire shall be 16-gauge twisted pair, NEC type FPLP, West Penn Wire Number 25225 or equivalent.
      5) 8-ohm full range, mid or high speaker wire shall be 12-gauge stranded THHN wiring fully enclosed in metallic conduit, West Penn Wire Number 25227 or equivalent.
      6) 8-ohm sub-woofer speaker wire shall be 12-gauge stranded THHN wiring fully enclosed in metallic conduit, West Penn Wire Number 25227 or equivalent.
      7) Furnish an insulated #6 copper ground wire run from all amplifier racks/housings to the building earth ground system.

8) Wireless Microphone Antenna wire shall be a 20-gauge tinned copper conductor insulated by a Foam FEP insulator 0.102" in diameter. The insulator shall be surrounded by a 100% aluminum foil, which shall be surrounded by a 90% tinned coper braid. West Penn Wire Number 25812 or equivalent.
9) Wires shall not be painted. Any wires found to be painted shall cause wire warranty to be voided, and therefore the wire must be replaced. Replacement of the wire shall be the responsibility of the contractor responsible for painting it.

b. Cable Ties
1) It is preferred that Velcro be used to support and secure wires. Velcro all wires not run in conduits, above and off ceiling grids, sprinkler pipes, conduits, and other trades work.
2) Nylon cable ties may be used in equipment racks. Nylon cable ties shall be furnished and installed to attach wire bundles to supports and for appropriate wire management as in equipment racks.
(a) Nylon wire tie, 3.9", miniature - Panduit PLT1M-C or equivalent.
(b) Nylon wire tie, 5.6", miniature - Panduit PLT1.5M-C or equivalent.

c. Installation of connectors, plates & panels:
1) Install panel mounted connectors rigidly attached to panels, plumb and level.
2) Custom rack panels shall be 1/8-inch-thick aluminum, standard EIA sizes, brushed black anodized finish (brushed in direction of aluminum grain only), unless otherwise noted.
3) otherwise noted or specified. However, verify plate finish with the Architect.
4) Install XLR type connectors in accordance with IEC-268 standard, with a wiring scheme of pin 2 hot (high), pin 3 (low), and pin 1 screen (shield).
5) Other Plates and Panels may be required to satisfy the requirements of the Work.

d. Installation power and grounding:
1) Coordinate final connection of power and ground wiring to housings.
2) Hardwire power wiring directly to internal AC receptacles to ensure uninterrupted operation.
3) Provide 3-conductor, isolated ground, 120 VAC outlets as required within each housing. Provide a minimum of two spare outlets in each rack.
4) Provide a copper ground buss top to bottom in each housing, insulated from the housing. Ground equipment chassis not having a three-wire power cord to these busses using 6/32 nuts, bolts and lock-washers with No. 12 wire. Connect green ground wire from each AC outlet in housing to this buss bar.
5) Replace manufacturers supplied 18-gauge IEC power cords with UL listed 18-gauge pre-molded 6", 12", 18", or 24". Use minimum length required. No looped or cable tied IEC power cords shall be permitted within the equipment rack.
6) Replace manufacturers supplied 14-gauge IEC power cords with UL listed 14-gauge pre-molded 18" or 36" for all equipment IEC capable. Use minimum length required and minimize looped or cable tied IEC power cords present in the equipment Rack.

e. Installation of electronic equipment:
   1) Take appropriate precautions against electrostatic discharge (ESD). Establish a personal ground before handling electronic equipment through the use of a grounded wrist wrap and/or an anti-static floor pad.
   2) Take appropriate precautions to protect the equipment from damage during installation. Equipment to be installed free of damages, scratches, dents, etc.
   3) Mount trim potentiometers, custom circuit cards, relays, and transformers (except large 70V units) in shielded enclosures and mark their function and connections with engraved Lamicoid labels.
   4) Mount equipment plumb and level, firmly and safely held in place.

f. Installation of equipment housing:
   1) Mount equipment in racks and consoles and fully wire and test before delivery to job site. If field conditions prevent prior assembly of racks, notify Owner in writing that racks shall be fabricated on site and the reasons for the change.
   2) Provide rear support for housing mounted equipment greater than 15 inches deep.
   3) Provide blank panels to fill unused panel space within the equipment housing.
   4) If Key door locks are required, key each housing type alike.
   5) Looking at the rack from the rear, locate AC power and speaker wiring on the left; line level audio, video, and RF wiring on the right.
   6) Provide shaft locks or security covers on non-user operated equipment having front panel controls. These panels are to be installed at the conclusion of testing.
   7) Products "Controlling the Temperature Inside Equipment Racks".
   8) Panels or equipment mounted on the rear rack rails shall not block access to any front mounted components.
   9) If equipment rack is not equipped with casters, provide two-inch-high wood base to isolate equipment rack from floor. Wood base should be capable of supporting the load.

3.3 GENERAL INSTALLATION PRACTICES

A. This contractor shall supply all speakers, racks, wire, cabinets, connectors, materials, parts, equipment and labor necessary for the complete installation of the system, in full accordance with the recommendations of the equipment manufacturers and with the requirements of the specifications and drawings.

B. All wiring shall test free from opens, grounds, or shorts.

C. Cable pathways, conduit, and cable support systems shall be complete with bushings, de-burred, cleaned, and secure prior to installation of cable.

D. All installation shall follow broadcast wiring and installation practice, with particular note given to installation instructions given in the equipment section of these specifications and drawings.

E. Sound system wires of dissimilar signal types (microphone level, line level, speaker level) shall not share any common conduit with each other or with any other wiring.

F. Route all cable and wiring within equipment racks and cabinets according to function, separating wire of different signal levels (microphone, line level, amplifier output, AC, intercom, etc.) by as much distance as possible. Neatly arrange and bundle all cable loosely with plastic ties.

G. No cables shall be wired with a polarity reversal between connectors at either end, unless specifically detailed in the one-line diagrams from the Engineer. Special care shall be taken when wiring microphone cables, to ensure that constant polarity is maintained.

H. Provide all circuits balanced and floating, except as noted in the Specifications.

I. All system wire, except spare wire, after being cut and stripped, shall have the wire strands twisted back to their original lay and be terminated by approved soldered or mechanical means. No unterminated wire ends shall be accepted. Heat-shrink type tubing shall be used to insulate and dress the ends of all wire and cables including a separate tube for the ground or drain wire.

J. Splicing Cables or Wires is unacceptable, no matter the reason. If a Cable or Wire is too short, pull another Cable or Wire. If the Cable or Wire is a manufacturer Cable or Wire, replace the Cable or Wire with another approved Cable or Wire of proper length.

K. All solder connections shall be made with rosin-core solder. Temperature-controlled soldering irons rated at least 60 watts shall be used for all soldering work. No soldering guns or temperature unregulated irons shall be used on the job site.

L. All mechanical connections shall be made with approved non-insulated crimp lugs of the correct size and type for the connection. Wire nuts are not permitted. Each connector shall be attached with the proper size controlled-duty-cycle ratcheting crimp tool, which has been approved by the manufacturer of the connectors. Conventional non-ratcheting type crimping tools are unacceptable, and shall not be used on the job site.

M. Clearly and permanently label ALL jacks, controls, connections, and so forth, with engraved laminated plastic labels supplied with adhesive backing. Do not use embossed or printed label tape. All labeling shall be completed prior to final system acceptance. Black background with white lettering.

N. All cable shall have a label on both ends utilizing self-laminating, flexible vinyl film, Brady IDXPERT XSL-30-427 labels (or similar), with a White on Black Contrast, 1-1/2” in height and 0-3/4” wide. The laminate shall complete wrap around the printed area of the label, and secure smoothly without rippling. Handwritten labels and electrical wire maker labels will not be accepted. Do not write on the cable.

O. All equipment shall be held firmly in place with proper types of mounting hardware. All equipment shall be installed to provide reasonable safety to the operator. Supply adequate ventilation for all enclosed equipment items that produce heat.

P. Shields of audio cables shall be grounded at one end only, at the inputs of the various equipment items in the system.

Q. System wiring and equipment installation shall be in accordance with good engineering practices as established by the EIA and the NEC. Wiring shall meet all state and local electrical code requirements.

R. All wiring shall test free from opens, grounds, or shorts. All communication cable shall be supported from the building structure and bundled. Do not attach any supports to joist bridging or other lightweight members.

S. The support system shall provide a protective pathway to eliminate stress that could damage the cabling. The cable shall not be crushed, deformed, skinned, crimped, twisted, or formed into tight radius bends that could compromise the integrity of the cabling.

T. In all exposed areas such as stages, gymnasiums, shops, field houses, janitors' closets, or mechanical / electrical rooms all communication cable shall be fully enclosed in conduit.

U. Communication cables shall be run in conduit stubs from wall boxes to accessible areas above finished ceilings. Conduit shall be required only within walls and concealed spaces to provide access.

V. Provide bushings to protect the cable from damage for conduit ends, box openings, and passage through metal studs.

W. Communication cables shall be run in bundles above accessible ceilings and supported from building structure. Cabling shall be loosely bundled with cable ties randomly spaced at 30 to 48 inches on center, cable ties shall not be tight enough to deform cabling and shall not be used to support the cabling.

X. Communication cable must not be fastened to electrical conduits, mechanical ductwork/piping, sprinkler pipes, or routed to obstruct access to hatches, doors, utility access panels, or service work areas. Do not route cables through fire doors, ventilation shafts, grates, or parallel for more than four-feet with line voltage electrical conductors. Communication cables shall not be run loose on ceiling grid or ceiling tiles. Communication cable bundles shall not be cinched with zip ties, damaging the cable.

Y. Support shall be provided by mounting appropriate fasteners that may be loaded with multiple cables. Provided that the weight load is carried by the support rod or wire the support assembly may attach to the ceiling grid for lateral stabilization. The require support wires for the ceiling grid or light fixtures shall not be utilized. Any fastener attached to the ceiling grid shall not interfere with inserting or removing ceiling tiles. The cable pathway of supports must be positioned at least 12 inches above the ceiling grid.

Z. All cabling shall be placed with regard to the environment, EMI/RFI interference, and its effect on communication signal transmission.

AA. Do not route any data communication cable within two feet of any light fixture, HVAC unit, service access area, electric panel, or any device containing a motor or transformer.

BB. Communication cable will not be installed in the same conduit, raceway, tray, duct, or track with line voltage electrical cable without a metallic barrier meeting NEC requirements.

CC. Maximum cable pulling tension should not exceed 25 pounds force (110 N) or the manufactures recommendation, whichever is less.

DD. Any pulling compounds utilized must be approved by the cable manufacturer and shall not degrade the strength or electrical characteristics of the cable.

EE. No terminations or splices shall be installed in or above ceilings.

FF. Cable bends shall not be tighter that the manufacturers' suggested bend radius.

GG. Mount all equipment firmly in place such that vibration or jarring will not activate an alarm, supervisory, or trouble signal. Route cable in a professional, neat and orderly installation.

HH. Provide for adequate ventilation to all equipment and take precautions to prevent electromagnetic or electrostatic hum.

II. All conduit, ducts, track, and raceways shall be supported from the structure at industry standard intervals for the size specified, utilizing proper anchoring devices. Cable fill may not exceed the manufacturers' instructions for each type of support.

JJ. All installation hardware shall be Grade 5 or higher and must be rated for overhead rigging where applicable. Verify grade of each nut, bolt, and other hardware prior to installation.

KK. Use Locktite "ThreadLocker" on nuts and bolts to make the connect tighter.

LL. Use lock or "split" washers inside of every nut. Double nutting and lock nuts are allowed, but lock or "split" washers are required.

MM. All eyebolts or eye nuts must be forged steel, not turned or welded.

NN. Shackles and Turnbuckles shall be used as necessary. All shackles and turnbuckles must be rated for overhead rigging and lifting. Secure shackle and turnbuckle pins with Locktite "ThreadLocker". Carabiners, Quick Links, and other similar devices are not to be used under any circumstances.

OO. 3/16" Aircraft Cable/Wire Rope is to be used to mount speakers, unless otherwise noted. Aircraft cable is to be secured using aluminum 3-16" x 1" wire rope swage sleeves, not copper. Avoid using wire rope clips.

PP. Aircraft Cable/Wire Rope is preferred, but 3/8-Inch chain may be used as an alternate.

QQ. In either case, Wire Rope or Chain, **DO NOT** wrap a beam, perlin, truss, or other structural element without using a Web Sling or Roundsling properly rated for the load being installed. If a sling is not available, use Unistrut, Unistrut Beam Clamps, Forged Eyebolts, and other Grade 5 and Higher Hardware to properly attach to the structural element, and then attach the Wire Rope or Chain to the Eyebolt using proper Shackles and Turnbuckles. Connecting Links, Quick Links, Snap Links, Spring Clip

Links, Snap Links, or any other type of non-welded or non-forged shall be accepted. If these are used, the contractor will be required to reinstall the equipment properly at the contractor's expense.

1. DO NOT penetrate any steel structure to install bolts or other hardware. Again, attach unistrut to the steel, and attach the equipment to the unistrut. Penetrating steel can weaken the steel structure.
2. Work
3. Perform Work in compliance with the applicable standards listed herein and governing codes and regulations of the authorities having jurisdiction and the Contract Documents.
   a. Drawings and specification requirements govern where they exceed Code and Regulation requirements.
   b. Where requirements between governing Codes and Regulations vary, the more restrictive provision applies.
   c. Nothing in the Contract Documents grants authority or permission to disregard or violate any legal requirements.
      1) Coordination
4. Coordinate with other trades as called for in the specifications and/or drawings, and as needed for any, and all associated work as required.
5. Submit Requests for Information (RFI) for any major changes or changes requiring additional cost. All RFIs must be submitted in a timely fashion. Do not wait until the end of the project to notify the engineer of issues that will hold up the project.

3.4 TERMINATION PRACTICES

A. Use Neutrik standards for all stripping and soldering practices.

B. Preserve wire twists as closely as possible to point of termination (0.5" maximum) to keep signal impairment to a minimum.

C. Avoid twisting cable jacket during installation.

D. Install Teflon tubing on drain or ground wires, to prevent the drain or ground wire making incorrect contact with other wires or the connector.

E. Install Heat Shrink on the end of the PVC jacket surrounding the wire pairs.

F. The Contractor shall observe proper circuit polarity and loudspeaker wiring polarity. Properly and clearly label all connections and wires as to function and polarity. Connectors shall be wired as follows:

1. 3-Pin XLR connectors

Pin Number	Connection	Wire Color
1	Ground (shield)	Bare
2	Positive + (High)	Red
3	Negative - (Low)	Black

2. 5-Lug Screw Terminals

Pin Number	Connection	Wire Color
1	Ground (shield)	Bare
2	Positive + (High)	Red

Pin Number	Connection	Wire Color
3	Negative - (Low)	Black
4	RVC	White
5	RVC Ground	Green

3.5 BUSHINGS

A. Provide a plastic snap in bushing at each box opening, passage through a metal stud, and at the end of all open conduit stubs or sleeves prior to cable installation to protect the cabling from damage:
   1. Box openings - Thomas & Betts Knockout Bushing Series 3210, or equivalent
   2. Metal stud passage - Thomas & Betts Twist It Bushing Catalog Number SB1216-SC, or equivalent
   3. Conduit ends - Thomas & Betts Anti-Short Bushing Series 390 or Tite-Bite Combination Couplings Series 442, or equivalent

B. Bushings must be put on boxes, stud passages, and conduits prior to wires being run in the space. Bushings that are cut indicate that the bushing was put on after the wires were pulled, and the wires may be damaged. Therefore, the wire must be replaced. Verifying that the bushings are in place is the responsibility of the contractor pulling the wire.

3.6 J-HOOKS

A. Attachments for cabling support shall be spaced at approximately 48 to 60 inches on center. The cable bundle shall not be allowed to sag more than 12 inches mid-span between attachments. Attachments shall be sized as follows:

Single cables or bundles up to four cables may be supported directly by the building structure.

Bundles up to 1/2" dia. (Ten 1/4" cables)	2" bridle ring, Caddy #4BRT32 or equivalent
Bundles up to 3/4" dia. (Sixteen 1/4" cables)	3/4" J-Hook, Caddy #CAT12 or equivalent
Bundles up to 1-5/16" dia. (Fifty 1/4" cables)	1-5/16" J-Hook, Caddy #CAT21 or equivalent
Bundles up to 2" dia. (Eighty 1/4" cables)	2" J-Hook, Caddy #CAT32 or equivalent

B. Do not mix different signal strength cables on the same J-Hook (i.e. fire alarm with telephone/data cable). Multiple J-Hooks can be placed on the same attachment point, up to the rated weight load of the attachment device.

C. J-Hooks must be attached directly to structure where possible.

3.7 FIRESTOP

A. A fire-stop system is comprised of the item or items penetrating the fire rated structure, the opening in the structure and the materials and assembly of the materials used to seal the penetrated structure. Fire-stop systems comprise an effective block for fire, smoke, heat, vapor and pressurized water stream.

B. All penetrations through fire-rated building structures (walls and floors) shall be sealed with an appropriate fire-stop system. This requirement applies to through penetrations (complete penetration) and membrane penetrations (through one side of a hollow fire rated structure).

C. Any penetrating item i.e., riser slots and sleeves, cables, conduit, cable tray, and raceways, etc. shall be properly fire-stopped.

D. Fire-stop systems shall be UL Classified to ASTM E814 (UL 1479) and shall be approved by a qualified Professional Engineer (PE), licensed (actual or reciprocal) in the state where the work is to be performed.

E. A drawing showing the proposed fire-stop system, stamped/embossed by the PE shall be provided to the Owner's Technical Representative prior to installing the fire-stop system(s).

F. All fire-stop systems shall be installed in accordance with the manufacturer's recommendations and shall be completely installed and available for observation by the local authorities prior to cable system acceptance.

3.8 LABELING OF EQUIPMENT

A. Provide each terminal strip with a unique descriptor and a numerical designator for each terminal. Show terminal strip descriptor and designator on system schematic drawing.

B. Provide logical and legible cable and wiring label permanently affixed for easy identification.
   1. Labels on cables to be adhesive strip type covered with clear heat-shrink tubing. Factory stamped heat shrink tubing may be used in lieu of the adhesive strip style.
   2. Wiring designator to be an alpha-numeric code unique for each cable. Actual cable designation assignments to be determined by Contractor. Add cable designation codes to system schematic drawings.
   3. Locate the cable designator at the origination and destination of each circuit within 3 inches of the point of termination or connection. Provide cable designator on circuits with intermediate splice points with an additional suffix to indicate each segment.

3.9 ENGRAVING

A. Text font: 1/8-inch block sans serif characters unless noted otherwise.

B. On dark materials, provide white characters; on stainless steel or brushed natural aluminum plates, or light-colored materials, provide black characters.

C. Provide at least two lines of text with first line listing the general device name, e.g., amplifier. Second line to include schematic reference of the device, e.g., AMP-1.

D. Equipment label: black with white characters except where indicated.

3.10 COMMISSIONING

A. Prior to energizing or testing the system, ensure the following:

1. All products are installed in proper and safe manner according to manufacturer's instructions.
2. Insulation and shrink tubing are present were required.
3. Dust, debris, solder splatter, etc. is removed.
4. Cable is dressed, routed, and labeled; connections are consistent with regard to polarity.
5. Labeling has been provided.
6. Temporary facilities and utilities have been properly disconnected, removed and disposed of off-site.
7. Products are neat, clean and unmarred and parts securely attached.
8. Broken work, including glass, raised flooring and supports, ceiling tiles and supports, walls, doors, etc. have been replaced or properly repaired, and debris cleaned up and discarded.

B. Prior to energizing the System verify and perform the following tests and adjustments in compliance with applicable EIA standards.
   1. Electronic devices are properly grounded.
   2. Test each AC power receptacle with a circuit checker for proper hot, neutral and ground connections.
   3. Verify each individual component is operating properly.
   4. Verify each individual component's performance meets the manufacturer's published performance for this unit.
   5. Measure and record the DC resistance between the technical ground in any equipment rack or console and the main building ground. Resistance should be 0.15 ohms or less.

C. Audio Signal Paths
   1. Verify operation from each source device through all switching, amplification and distribution devices.

D. Remote Input Verification Test
   1. Using a microphone or portable signal generator, connect to each microphone/line level receptacle throughout the facility.
   2. Verify that the receptacle under test appears at the correct input and is operating properly.
   3. In a similar manner, check all remote tie-lines and media related lines for correct wiring and labeling.

E. RFI and Parasitic Oscillation
   1. With systems operating check to ensure that all systems are free from spurious oscillation and radio frequency interference in the absence of audio signal.

F. Buzzes, Rattles and other Distortions
   1. Adjust the system for normal operating level in the space. Apply a slow sine wave sweep from 60 Hz to 3 kHz and listen carefully for buzzes, rattles and other objectionable distortions.
   2. Correct the cause of the defect. If the cause is not from the system. Bring the cause to the attention of the GC, indicating cause and suggestive corrective actions. 41

3.11 FINAL OBSERVATION & TESTING

A. Upon completion of installation, initial adjustments, tests and measurements specified in Part 3, and submission and review of the results, a final observation and test shall be performed by the Owner or Owner's representative no earlier than two weeks after receipt of the written results.

B. Provide a minimum of one (1) person for observation and testing familiar with aspects of the System to assist the Owner.

C. The process of testing the System may necessitate moving and adjusting certain components.

D. Testing includes operation of each major system and any other components deemed necessary. Perform tests and provide required test equipment, tools and material required to make any necessary repairs, corrections, or adjustments.

E. The following procedures shall be performed on each System:
   1. Observation of the methods and means employed to incorporate the System within the facility.
   2. Verification of proper operation, from controlling devices to controlled devices.
   3. Verification of proper adjustment, balance, and alignment of equipment for optimum quality and to meet the manufacturer's published specifications. Establish and mark normal settings for each level control, and appropriately record these settings within the Record Documents.
   4. Other tests on equipment or systems deemed appropriate.

F. In the event the need for further adjustment or work becomes evident during testing, the Contractor is to continue his work until the System is acceptable at no addition to the contract price. If approval is delayed because of defective equipment, or failure of equipment or installation to meet the requirements of these specifications and any extension of the observation and testing period is required, the Contractor shall pay for additional time and expenses of the Owner at the standard rate in effect at that time.

3.12 TEST EQUIPMENT

A. Thirty days prior to start of testing, provide a list to the Owner of test equipment make, model numbers and calibration dates that shall be set.

B. The following equipment shall be available on site for the entire test period through final system testing.
   1. Sound Level Meter: ANSI S1.4-1971 Type S1A with digital or analog display. Meter to provide ranges of 40 to 120 dBA.
   2. Pink Noise Source - Equal energy per octave bandwidth 20 Hz to 20,000 Hz, ±1 dB (long-term average) at 0 dBm output. Stability: ±2 dB per day.
   3. Impedance Meter - Capable of testing audio lines at three frequencies, minimum, between 250 Hz and 5k Hz. Measurement Range: 1 ohm to 100k ohms.
   4. Audio Oscillator: bandwidth 20 Hz to 20k Hz ±.5 dB at 0 dBm output. Output to be balanced. Oscillator to include adjustable output level over the range from -30 dBu to +10 dBu.
   5. Multimeter - Measurement range, DC to 20k Hz, 100 mV to 300 V, 10 ma to 10 A, dB.

6. NTSC Test generator
7. Real time analyzer with LED or CRT display. The unit shall meet the filter requirements of ANSI S1.11 Class III for one third octave filters.
8. Ladders and scaffolding necessary to inspect elevated equipment, junction boxes, etc.

3.13 INSTRUCTION OF OWNER PERSONNEL

A. Provide 8 hours instruction to Owner designated personnel focusing on the use, operation and maintenance of the systems, scheduled as a minimum of two separate sessions, by an instructor fully knowledgeable and qualified in system operation. The System Reference

B. Manuals should be complete and on site at the time of this instruction. Coordinate schedule of demonstration with Owner's Representative.

C. Video record all training sessions and compile a training video to be provided to the Owner on DVD.

D. Provide sign in sheet to document the attendee's presence.

E. If Contractor is not properly equipped to conduct Owner training on particular equipment, arrange for factory representatives of the equipment to be present to provide training at no additional cost to the Owner.

3.14 CLEANUP AND REPAIR

A. Upon completion of the work, remove refuse and rubbish from and about the premises. Leave areas and equipment clean and in an operational state. Repair any damage caused to the premises by the installation of systems at no cost to the Owner.

3.15 WARRANTY AND SERVICE

A. All equipment shall carry a minimum one-year warranty or manufacturer’s warranty whichever is greater.

B. A qualified representative of the contractor shall supervise the final connections and testing of the system(s) and it shall be subject to the final acceptance of the Architect/Engineer and Owner.

C. The contractor shall provide a warranty of the installed system(s) against defects in material and/or workmanship for a minimum period of one (1) year from the date of substantial completion, unless otherwise indicated. Any equipment or wiring shown to be defective shall be replaced, repaired, or adjusted free of charge. All labor and materials shall be provided at no further expense to the Owner.

D. The contractor shall make available a service contract offering continuing factory authorized service of the system(s) after the initial warranty period. This contract shall automatically renew each year at the owner’s discretion. Contractor will submit the cost of the renewal to the owner thirty (30) days prior to the expiration of the contract after the first year.

E. The system manufacturer shall maintain engineering and service departments capable of rendering advice regarding installation and final adjustment of the system.

3.16 DRAWINGS, MANUALS, AND TRAINING

A. As-built drawings and operating & maintenance manuals may be electronically transmitted in PDF format (preferred) or paper copies may be provided in quantities indicated in Division 1. Paper copies shall be printed 8-1/2"x11" copies of the manuals, organized including index tabs in a 3-ring black binder of sufficient size. Manuals that are shipped with the product WILL NOT be accepted as a substitute.

B. Upon completion of the installation, and prior to final inspection, the Contractor shall furnish as-built drawings. Reissuance of the Architect/Engineer drawings as the "as-built" drawings WILL NOT be accepted.

C. In addition, the contractor shall furnish complete operating & maintenance manuals listing the manufacturer's name(s), including technical data sheets. Manuals shall include wiring diagrams to indicate internal wiring for each device and the interconnections between the items of equipment. Provide a clear and concise description of operation that gives, in detail, the information required to properly operate the equipment and system. Provide a parts list with manufacturer and model number for commonly replaced parts. Include complete instructions for inspection, testing, and maintenance of the system including wiring diagrams. Include manufacturer's operation, maintenance, and troubleshooting manuals. Include copies of manuals for each item that is powered or passive that impacts the system from an operational value or from a troubleshooting value. Also, copies of all programming sheets used to program the system. Maintain one (1) complete and up-to-date manual at the contractor's place of business for the life of the system.

D. All cables shall have both ends labeled and included in the as-built documentation. All cable paths and wiring methodology shall be documented.

E. The Contractor shall conduct formal on-site training sessions. The sessions shall be conducted by the contractor. The personnel conducting the training shall have the proper qualifications to conduct said training. Provide documented general instructions as follows:
   1. Provide Instruction to the maintenance personnel to include the location, inspection, maintenance, testing, and operation of all system components. Provide a minimum of one (1) hour per system.
   2. Provide instruction to the designated users on the operation of the system(s) and how to utilize the system to their best benefit. Provide a minimum of two (2) hours per system.
   3. A log of each attendee of the training shall be included with the final documentation. Each attendee shall print and sign their name and include their email address and phone number as a record of their attendance.
   4. The individual conducting the training shall provide their direct contact information, including but not limited to, phone number and email address, for direct contact from anyone involved in the training.

END OF SECTION

C. Provide protective covering during construction of all installed devices, to prevent damaging or entrance of foreign matter.

D. Wrap and/or cover all wiring to after installation to prevent other trades from damaging wires.

E. Replace at no expense to Owner, General Contractor, Engineer, or Architect, Products damaged during storage, handling or the course of construction.

1.12 PROJECT CONDITIONS

A. Verify conditions on the job site applicable to this work. Notify Architect in writing of discrepancies, conflicts, or omissions promptly upon discovery.

B. The Drawings diagrammatically show cabling and arrangements of equipment fitting the space available without interference. If conditions exist which make it impossible to install work as shown, recommend solutions and/or submit drawings to the Architect for approval, showing how the work may be installed.

C. Any employees of the awarded contractor are required to clean up the jobsite after himself/herself. The awarded contractor is to ensure that the jobsite is keep clean and free of clutter so as not to hinder other contractors from performing their work. Should the general contractor be required to clean up after the contractor, the general contractor can issue an invoice for work performed to clean up the jobsite.

D. Adhere to all jobsite safety regulations, including but not limited to, those set by the general contractor, OSHA, Architect, and others. Delays due to being removed from a jobsite for unsafe procedures will not be the responsibility of the General Contractor, Engineers, or Architect.

E. Use of equipment, including but not limited to, scissor lifts, boom lifts, fork trucks, sky-tracks, and more, are the responsibility of the contractor owning or renting the equipment. Any damage caused by use of equipment by the contractor is the contractor's responsibility.

1.13 WARRANTY

A. Warrant labor and equipment for one year following the date of substantial completion to be free of defects and deficiencies, and to conform to the drawings and specifications as to kind quality, function, and characteristics. Repair or replace defects occurring in labor or equipment within the Warranty period without charge.

B. This warranty is in addition to any specific warranties issued by manufacturers for greater periods of time

C. Within the warranty period, answer service calls within twenty-four (24) hours during normal working hours and correct the deficiency within forty-eight (48) hours.

D. Provide Owner with the name and telephone number of the person to call for service. This information to be part of Project Closeout Documents.

E. Thirty days prior to the end of the warranty period provide a complete checkout of all system components. Repair or replace any defective equipment discovered during the testing. Correct any defects in wiring or other functional problems reported by

SHIPPING LABEL

This label should be affixed to the outside of the package when submitted in response to this request.

FROM: _____

_____

_____

Package _____ of _____

SHIP TO: Rockwall Independent School District
Attn: Jana Hunter, Director of Purchasing
1050 Williams Street
Rockwall, TX 75087

CONTENTS: BID RESPONSE
BID NUMBER: RFCSP 2526.10-001
BID TITLE: Cain MS and Williams MS Sound System
BID DUE DATE: October 23, 2025
TIME DUE: 2:30 P.M. (CST)

----------FOLD OR CUT HERE----------

FROM: _____

_____

_____

Package _____ of _____

SHIP TO: Rockwall Independent School District
Attn: Jana Hunter, Director of Purchasing
1050 Williams Street
Rockwall, TX 75087

CONTENTS: BID RESPONSE
BID NUMBER: RFCSP 2526.10-001
BID TITLE: Cain MS and Williams MS Sound System
BID DUE DATE: October 23, 2025
TIME DUE: 2:30 P.M. (CST)

Rockwall Independent School District – RFCSP 2526.10-001
Cain MS and Williams MS Sound System Replacement

OFFER FORM

This form should serve as the cover to all responses; failure to sign may result in disqualification.

The undersigned authorized representative of the responding company indicated below hereby acknowledges;

- They are authorized to enter into contractual relationship on behalf of the responding company;
- They have carefully examined this document in its entirety;
- They propose to supply any products/services submitted under this solicitation at the prices quoted and in strict compliance with all terms, policies and procedures, unless any exceptions are noted;
- They understand verbal orders are not authorized and no order should be initiated without an authorized purchase order signed by the Director of Purchasing and that non-compliance may result in non-payment;
- Any and all exceptions have been noted in writing in the response and that no other exception will be claimed;
- The accuracy of all certifications which accompany this offer;
- The stated organization is an equal opportunity employer;
- The organization has not been a party to any collusion among offer/vendors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any RISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with RISD's Purchasing personnel; or in any discussions or actions between offer/vendors and any RISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.
- The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other vendor or with any competitor;
- Notice of award and/or any communication regarding an award will be submitted via RISD and not by any consultant, contractor or other party involved in this solicitation.

- Receipt of Addenda, or lack thereof:

None: _____ (initial)

1: _____ (initial) # 2: _____ (initial)

3: _____ (initial) # 4: _____ (initial)

Name of Company:	Date:
Signature of Authorized Rep:	Printed Name:
Position or Title:	Phone:
Email:	Fax:

VENDOR DATA

FOR PURCHASE ORDER: ORDERING ADDRESS INFORMATION		
Company Name:		
Address:		
City, State, Zip:		
Contact Person:		
Title:		
Phone | Fax:		
Email address:		
May we submit orders via email:		
Email address, if different:		

FOR PAYMENTS: REMITTANCE ADDRESS INFORMATION		
Company Name:		
Address:		
City, State, Zip:		
Contact Person:		
Title:		
Phone | Fax:		
Email address:		

FOR BID NOTIFICATIONS	
Contact Email:	

COOPERATIVE AGREEMENTS

If the vendor holds a contract with any of the following, please circle and provide contract number(s) as applicable.

Allied States	Choice Partners	CTPA	DIR	E&I	EPIC6	EPCNT	HGAC	Omnia Partners	PACE	Tarrant County	TASB Buy Board	TIPS

Contract Number(s):

REFERENCE SHEET
DO NOT LEAVE BLANK

REFERENCE 1

School District Name:		
Contact Name:		
Address:		
Phone | Fax:		
Email Address:		

REFERENCE 2

School District Name:		
Contact Name:		
Address:		
Phone | Fax:		
Email Address:		

REFERENCE 3

School District Name:		
Contact Name:		
Address:		
Phone | Fax:		
Email Address:		

**Please note: Some projects may require more attention to be given to historical projects of like scope, type, location, institute, etc. While it is not a requirement, the District prefers references be given for school districts of similar size to Rockwall ISD and the district may evaluate responses as a whole, based on references provided.*

Rockwall Independent School District
Purchasing Department
Administration Building

1050 Williams St.
Rockwall, TX 75087

PROPOSAL FORM/BID FORM
Cain Middle School 6620 FM3097
Williams Middle school 625 FM552
Rockwall Independent School District

Attention: Will Salee, Senior Executive Director of Operations

I have received plans, and specifications for the project listed above as prepared by RISD. I have also received Addenda Nos. _____ and have included their provisions in my proposal. I have examined these documents, all of the existing site, and plans/specifications and submit the following proposal. In submitting the proposal, I agree:

1. To hold my bid open for 60 days after bid receiving date.

2. To accept the provisions of the Instructions to Bidders regarding disposition of bid security.

3. To enter into and execute a contract, if awarded on the basis of this bid.

4. To accomplish the work in accordance with the Contract Documents.

5. To start work on receipt of contract and to furnish all requirements. To coordinate with the on-going school programs. I will substantially complete all work by the following schedule and complete all work by the following schedule.

   Work may begin on site after contract is executed, provided that classes and school activities are not disrupted. It is the intent of the Owner to complete work as soon as possible. Contractor to begin work as soon as contract is awarded.

6. To deliver within five days of receipt of contract all required submittals, list of all suppliers and a schedule of work.

7. I will perform all work as described within these Contract Documents for the prices presented on this page and the following page. Bids shall be entered in appropriate spaces of this Proposal Form. I understand that Rockwall ISD reserves the right to accept or reject any and all bids and has the right to accept or reject parts of the bid package.

8. **2025 Sound System Replacement**

   Cain Middle School

   a) **Base Proposal** I will provide complete turn-key work (including all related work) that includes, but is not limited to the Sound system replacement, for the total lump sum price of:

   _____($_____)

   Williams Middle School

   b) **Base Proposal** I will provide complete turn-key work (including all related work) that includes, but is not limited to the Sound system replacement, for the total lump sum price of:

   _____($_____)

   The above Base Bid lump sum shall include an **allowance of $30,000.00 ($15,000.00 per campus) for construction contingency.**

9. Base Bid and qualifications shall be used to select the successful contractor.

10. I understand a Performance and Payment Bond is required and a Bid Bond is required.

11. I also certify that I have visited the existing buildings and site where work is to be performed and understand the site conditions and work required. I will provide all work turn-key. Contractor shall provide a person whose primary job is to supervise and coordinate this work.

12. The cost of all bonds, insurance and guarantees are included in my bid prices.

13. I understand liquidated damages apply from date of substantial completion and from date of completion until all work is complete for the scheduled project and acceptable by Architect, Engineer and Owner (See General Conditions and Specification Section 00 80 00 - Supplementary Conditions, Article 17 including but not limited to Paragraph 17.9.1).

14. Enclosed with this bid is a complete list of subcontractors that I will use on this project.

15. I am enclosing with the bid, the qualification form as specified in 00 32 00 - 1.

16. Representations: by execution and submission of this Bid, the Bidder hereby represents and warrants to Owner as follows:

17. The Bidder has read and understands the Bid Documents and the contract documents and this Bid is made in accordance with the Bid Documents. Any questions or clarifications on the contract must be communicated at bid time. Request to clarify/alter contract may result in disqualification of bidder/contractor.

DATE: _____ BIDDER: _____
Company Name

_____
Signature Name (Typed)

_____
Signature (in Ink)

TITLE: _____

ADDRESS: _____

PHONE: _____

FAX: _____

TEXAS LICENSE NO.: _____(If Applicable)

(This area left intentionally blank.)

LIST OF SUBCONTRACTORS/SUPPLIERS

THIS FORM SHALL BE COMPLETED BY THE GENERAL CONTRACTOR AND SUBMITTED IN SEPARATE ENVELOPE WITH PROPOSAL. A complete list of proposed subcontractors, material suppliers and proprietary items will be required from the successful Bidder, not later than fifteen (15) days from the contract date. The bid submittals required on bid form shall be provided in separate package at time of bid.

TO: ROCKWALL INDEPENDENT SCHOOL DISTRICT
1050 Williams St.
Rockwall, Texas 75087
Attention: Purchasing Director

The undersigned submits the following names of subcontractors to be used in performing the contract. Where blanks are provided for the listing of Contractor and subcontractors, Bidders are advised that each blank shall be filled in with name of a legitimate Contractor or subcontractor now engaged in an established business in that category. Failure to do so may be cause for rejection of proposal.

Subcontractors

General Contractor: (Bidder) _____

Concrete: _____

Demo: _____

Electrical: _____

Landscaping: _____

Irrigation: _____

Fencing: _____

Date: _____ BIDDER: _____
(Company Name)

_____
(Signature)

_____
(Address)

By: _____

Title: _____

COMPETITIVE SEALED PROPOSAL FORM FOR ROCKWALL ISD

Cain / Williams Sound System Replacement

The undersigned has carefully examined the Request for Proposals, Contract Documents, Conditions of the Contract, the Specifications, the Drawings and any addenda to the Drawings and Specifications, the site, premises and all conditions affecting the work on the project listed above as prepared by Rockwall ISD. The undersigned proposes to furnish all labor, materials, services and equipment necessary to complete the entire work in strict accordance with the above documents for the following sum:

Individual Base Bid

- Cain / Williams Sound System Replacement $_____

Owners Contingency $ 30,000

The undersigned acknowledges receipt of the following addenda: _____

Respectfully submitted,

By _____

Signature _____

Title _____

Seal if proposal is by a corporation

VENDOR ACKNOWLEDGEMENTS

RESIDENT BIDDER

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the great of the following (1) the amount by which a resident bidder would be required to underbid the resident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in (1) the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer.

This subchapter does not apply to a contact involving federal funds.

FELONY CONVICTION AND CRIMINAL HISTORY NOTICE

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract. Vendor is responsible for the performance of the persons, employees and/or sub-contractors. Vendor assigns to provide services for Rockwall ISD pursuant to this proposal on any and all Rockwall ISD campus or facilities. Vendor will not assign individuals to provide services at a Rockwall ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Rockwall ISD Purchasing Department.

CONFIDENTIALITY DECLARATION

Any portion of the response considered to be confidential or contain proprietary information, or to contain trade secrets, must be marked accordingly. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

INTER-LOCAL AGREMEENTS WITH OTHER SCHOOL DISTRICTS

Rockwall ISD is a member of the Central Texas Purchasing Alliance (CTPA) and the Education Purchasing Cooperative of North Texas (EPCNT), each serving as an alliance of over 100 school districts in Texas representing millions of students, sharing information, services and contractual opportunities. A list of member districts can be found on the RISD Purchasing webpage.

In support of this collaborative effort, all awards made by Rockwall ISD may be adopted by other active member districts in either (or both) of the identified entities. By adopting a contract from another member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031 (a)(4). While there is no obligation to participate, doing so will streamline the public purchasing process and cut costs to the public. It will also keep vendors from having to answer multiple bids for many school districts for the same product(s) or services, thereby saving the vendors resources.

All purchases by members and participants other than Rockwall ISD will be billed directly to that entity and paid by that entity. Rockwall ISD will not be responsible for another entity's debts. Each governmental entity will order its own materials/services as necessary and according their policies.

COMMITMENT TO PROVIDE INSURANCE

Bidder will be able to furnish a valid insurance certificate reflecting as Certificate Holder: Rockwall ISD, 1050 Williams Street, Rockwall TX 75087. The vendor shall provide and maintain insurance in a company rated no less than an "A" by A.M. Best Company.

Vendor is aware of all costs to provide insurance, will do so pending contract award, and will provide a valid insurance certificate as describe within this solicitation.

DEBARMENT OR SUSPENSION CERTIFICATION

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of $100,000. Vendors receiving individual awards of $100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

INDEMNIFICATION AND HOLD HARMLESS

Except as otherwise expressly provided, respondent shall defend, indemnify and hold RISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reason of the acts or omissions of respondent, its agents or employees in the performance of its obligation under this contract.

STATEMENT OF COMPLIANCE/DEVIATION

Unless otherwise stated, this proposal complies with all specifications and/or scope of work contained in the solicitation document. Any deviations from any part of this solicitation shall be listed on a separate page as provided by the respondent with detailed conditions and information. RISD will consider any deviations in its evaluation, and reserves the right to accept or reject any bid based upon any deviations.

CONTRACTOR CERTIFICATION

If an employee of a contractor is covered under SB 9 the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria has been met: 1) The employer has contracted with the district to provide services. 2) The particular employee will have continuing duties relating to the contract with the district. 3) The particular employee will have contact with students.

TOXIC CONTROL COMPLIANCE

Rockwall Independent School District has established Management Plans for ensuring a high level of environmental air quality through its Operations Department. All contractors performing construction projects for RISD must familiarize themselves with these Management Plans and comply prior to the beginning of any awarded construction project. RISD employees are available to review such plans and assist in interpretation and understanding its Asbestos Management Plans at any time prior to beginning construction.

Certification of non-use of Asbestos and Lead Containing Materials is required by all General and Sub-Contractors for all construction projects, by State and Federal regulations which RISD is subject to. Completion of this Affidavit is mandatory before final payment on a project will be made. Complete this certificate, have it notarized and submit it with your application for final payment, certifying that no materials used in conjunction with this project contain asbestos or lead in any form and that all Material Safety Data Sheets (MSDS) have been supplied to Owner before submitting application for final payment.

MWBE/HUB CERTIFICATION

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (also known as "Historically Underutilized Business" or "HUB") is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal. If so, please provide the Certificate Number and Name of Certifying Agency.

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee orapplicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupationalqualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination inemployment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF SECTION 2271.002 TEXAS GOVERNMENT CODE

This section applies to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

CERTIFICATION OF SECTION 2252 TEXAS GOVERNMENT CODE

This section applies to contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

CERTIFICATION OF SECTION 2276 TEXAS GOVERNMENT CODE

This section applies only to a contract that (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) had a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Except as provided by Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

CERTIFICATION OF SECTION 2274 TEXAS GOVERNMENT CODE

This section applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees: and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity. Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Subsection (b) does not apply to a governmental entity that (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by that subsection.

CERTIFICATION OF SECTION 2273 TEXAS GOVERNMENT CODE

A governmental entity may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. This subsection does not apply to a taxpayer resource transaction that is subject to a federal law in conflict with Subsection (a) as determined b by the executive commissioner of the Health and Human Services Commission and confirmed in writing by the Attorney General.

CERTIFICATION OF SECTION 2274 TEXAS GOVERNMENT CODE

A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company that is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (b) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country.

CONFLICT OF INTEREST

Effective January 1, 2006, any person or entity who contracts or seeks to contract with RISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with RISD is responsible for complying with any applicable disclosure requirements. Forms received by the District become public records immediately and the law requires school districts that maintain web sites to place these records on the District's web site.

The Conflict of Questionnaire must be filed no later than the seventh business day after the date that the vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.

The vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh day after the date of an event that would make a statement in the questionnaire incomplete and inaccurate.

Note: A vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Completed forms should be sent to Rockwall Independent School District Purchasing Department, 1050 Williams Street, Rockwall, Texas 75087. Forms are available from the Texas Ethics Commission website.

The Rockwall ISD website provides a list of Local Government Officers, Superintendent and other Personnel

IRS FORM W9

This is a required form by the IRS for government entities that pay vendors in excess of $600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service.

Please include a current W9 with vendor's response.

Vendor affirms they have read all certifications as described in this section and agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted.

Company Name:	
Federal Tax ID #:	
City, State, Zip:	
Phone Number:	
Printed Name of Authorized Representative:	
Title of Authorized Representative:	
Email Address:	
Signature of Authorized Representative:	
Date Signed:	