

(All spaces must be completed.)

CODP/5/2017 DRAFT

CONTRACT DISTRIBUTION/ROUTING

Once the contract is signed, copies shall be distributed to all listed below and the date of distribution shall also be provided.

PRINT NAME**Address**

Contractor	Ford Audio-Video Systems Doug Hill Senior Account Manager	4380 Blalock Road Houston, Texas 77041 713-690-0555 x2824	Date	
Consultant (if any)			Date	
Department			Date	
Department			Date	
Department			Date	
Department			Date	
Department			Date	
Department			Date	

**CITY OF DEER PARK
CONTRACT FOR GENERAL SERVICES
INFORMATION TECHNOLOGY**

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF DEER PARK:

By:

Date:

Title:

CONTRACTOR:

By:

Date:

Title:

Company: Ford Audio-Video Systems, LLC

II. General Information and Terms.

Contractor's Name and Address:	Ford Audio-Video Systems, LLC 4380 Blalock Road Houston, TX 77041
Description of Services:	Audio/Video Systems for the City Council Chamber
Maximum Contract Amount:	\$288,876.12
Effective Date:	On the latest date of the dates executed by both parties.
Termination Date:	See III.C.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> . The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

IV. Additional Terms or Conditions.

A. Installation will occur according to a schedule mutually agreed upon by City and Contractor, with the understanding that such schedule will include installation during evenings and weekends. The City shall not be subject to charges for additional labor, expenses, travel, overhead, or any other charge, based on installation being scheduled during evenings and weekends or Contractor's inability to install the system during times that the Council Chamber is being used for City purposes.

B. The paragraph titled "Non-Hire" in Section E of Ford Audio-Video Systems, LLC's Proposal dated April 26, 2017 (the "Ford Proposal"), attached hereto as Exhibit "A-2", reading:

"The Customer and Ford mutually agree, because of the high cost of training an employee that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of the breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages an agreed upon cost to replace the employee"

is hereby amended to read as follows:

"The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party during the term of this contract and for one (1) year thereafter. This prohibition shall not apply to any offers of employment which result from a general solicitation for employment, including without limitations, through the Internet, newspapers, magazines, and radio."

C. Section F.1.n. of the Ford Proposal, reading:

“Ford may withhold warranty service in the event that Customer has an unpaid balance due to be paid to Ford”

is hereby amended to read as follows:

“Ford may withhold warranty service only in the event that Customer has an unpaid balance due to be paid to Ford for warranty work.”

D. The phrase “During the training” in Section G.1.b. of the Ford Proposal is hereby deleted.

V. Additional Contract Documents.

The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor’s Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing (1 page)
- A-2. Ford Audio-Video Systems, LLC’s Executive Brief dated June 8, 2017 (5 pages)
- A-3. Ford Audio-Video Systems, LLC’s Proposal dated June 8, 2017 (19 pages)
- A-4. BuyBoard Discount Worksheet (2 pages)

Exhibit B. City’s Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (2 pages)
- B-2. Ford Audio-Visual Systems, LLC Insurance Certificate Form (1 page)
- B-3. Ford Audio-Visual Systems, LLC W-9 Form (1 page)
- B-4. Technical Specifications (22 pages)

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ford Audio-Video Systems, LLC
Houston, TX United States

Certificate Number:
2017-217460

Date Filed:
06/02/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Deer Park, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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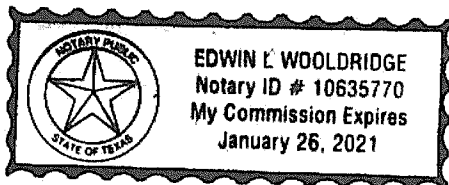
City Hall AV Systems

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	City of Deer Park	Deer Park, TX United States	X	

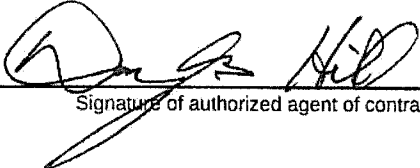
5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

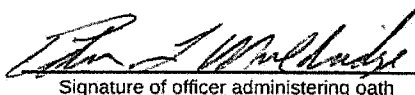
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Douglas Hill, this the 5 day of June, 2017, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Edwin L. Wooldridge
Printed name of officer administering oath

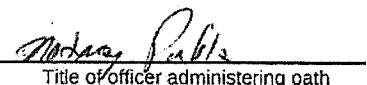
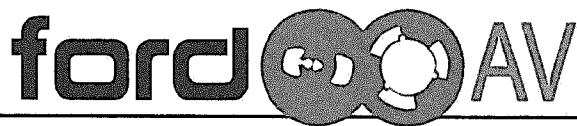

Title of officer administering oath

EXHIBIT A-2

Ford Audio – Video Systems, LLC's Executive Brief Dated June 8, 2017

(See Attachment)



Helping People Communicate!

June 8, 2017

Mr. James Lewis
City of Deer Park
710 East San Augustine Street
Deer Park, TX 77536

Dear Mr. Lewis:

Ford Audio Video Systems, LLC (Ford) has reviewed the needs and goals of the City of Deer Park for the City Hall and Council Chambers. We have evaluated the spaces as provided by the architect, and designed a system that shall meet your goals.

Situation

The City of Deer Park City Hall needs to be equipped with current, high quality audio-video systems to accommodate communication between city staff and the public.

Council Chambers Considerations

Ford has designed a video system for the council chambers. This system shall include a large video wall behind the dais for presentations, while allowing a high level of ambient light in the room. Each member of the council shall have a 21.5" display for viewing presentations or the agenda.

Each member of the council shall have a microphone, a dedicated speaker, volume control, and a headphone port for sound isolation.

A presentation lectern shall house the video presentation equipment and allow a presenter to display a computer image or document. The lectern shall be mobile, and can utilize any one of three positions in the chambers for presentation. It shall include an annotation system allowing presenters to mark presentations, maps, etc.

A council chambers studio space shall be furnished with a production console that includes built-in equipment rack space. The studio will be equipped with a DVD/Blu-ray player in the control room and shall meet current production needs, while also allowing for future expansion.

Recessed multi-color LED fixtures shall be installed along the windows, providing the ability to display colors in the evening hours, visible to the street traffic.

A control system with large touch-panels shall allow flexibility of audio-video controls, light dimming, and LED color changing.

The Council Chambers Executive Board Room shall have a large wall-mounted display for presentations. Three displays shall be installed in the lobby of the council chambers for historic photo presentations, current and upcoming events, and a room schedule.

City Hall Considerations

The City Hall design includes four (4) conference rooms. Each room shall have a large display, offer the user a simplified connection interface for presentations, including HDMI and wireless connectivity. Each room shall be controlled via a push button control system

Thirteen City Hall offices shall be equipped with HD displays, connected to the internal cable distribution system. Five offices shall have computer connectivity for presentations.

A sound masking system shall be installed throughout the City Hall, providing speech privacy to the HR and finance areas. Additional coverage shall include the front lobby, main hallway, and public works.

A utility payment drive-thru system shall be installed, giving staff the ability to talk to the customers from the window or their desks. The camera system shall allow staff to visually monitor the drive-thru.

System Value

Ford recognizes the responsibility and accountability of local government. We strive to offer the best value for the project, which means excellent quality parts and design. Using lesser quality parts reduces the longevity and performance of the system, and results in a higher cost, long term.

I believe we have met the goals and expectations in our design, and look forward to working with the City of Deer Park on this and future projects.

If there are any questions, please contact me immediately.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC



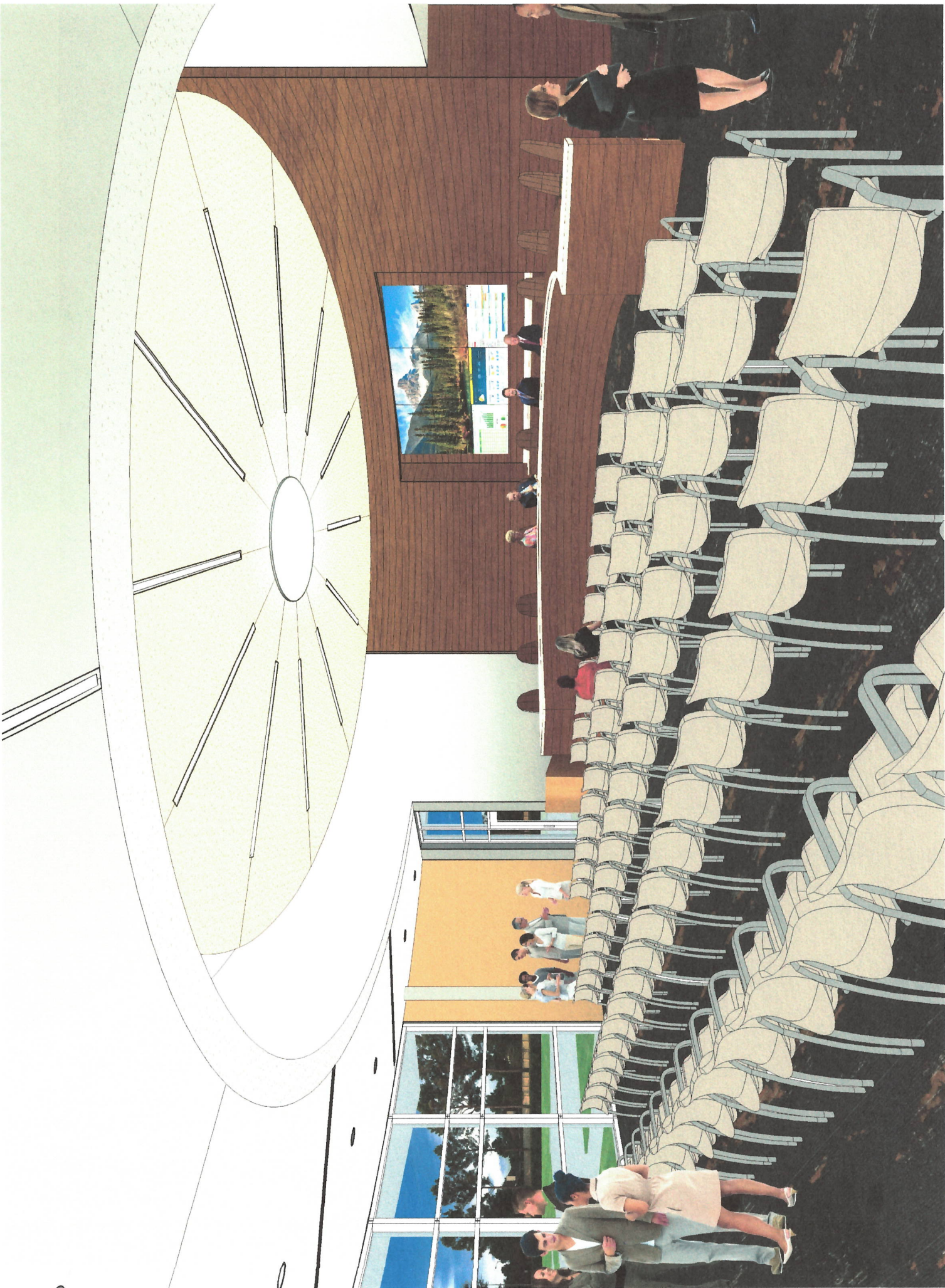
Douglas Hill
Senior Account Manager

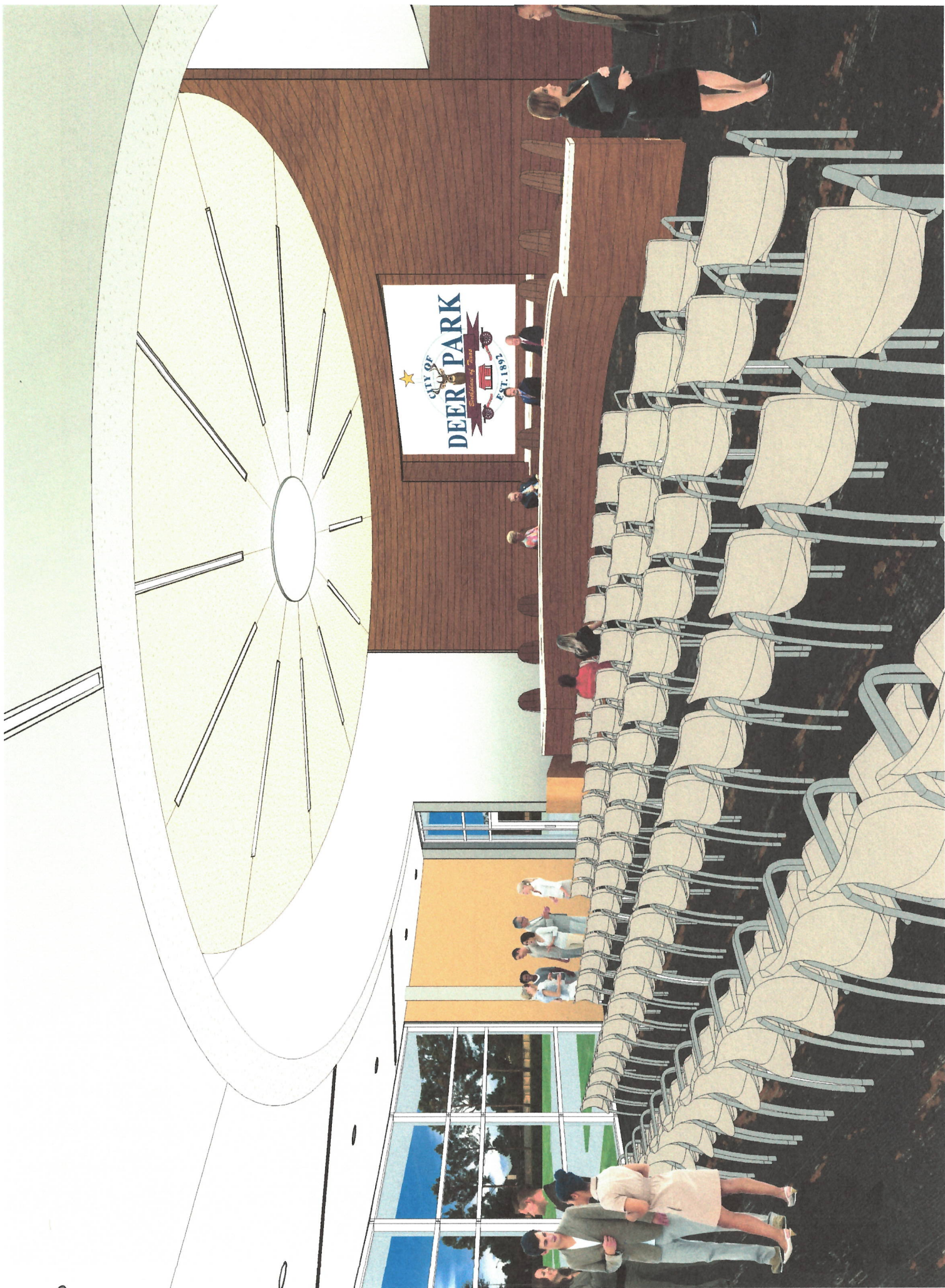
FORD AUDIO-VIDEO SYSTEMS, LLC



Mitch Warren, P.E.
Division Manager

Voice: 713-690-0555
E-mail: hilld@fordav.com
Website: www.fordav.com





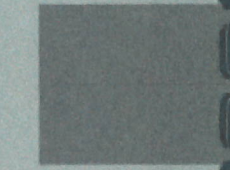
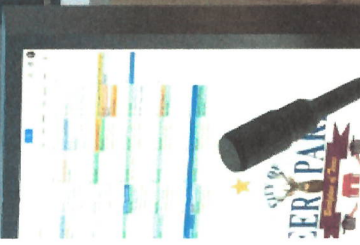
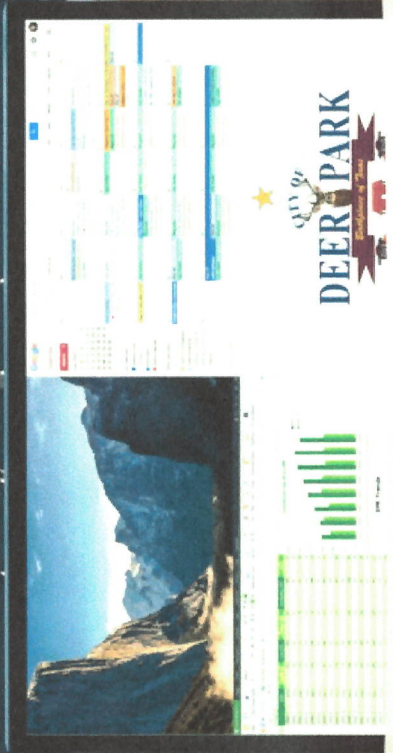
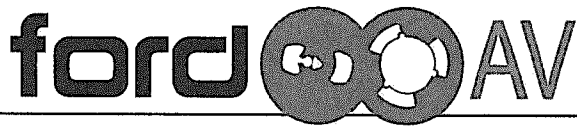


EXHIBIT A-3

Ford Audio – Video Systems, LLC's Proposal Dated June 8, 2017

(See Attachment)



Helping People Communicate!

Revised June 8, 2017

Mr. James Lewis
City of Deer Park
710 East San Augustine
Deer Park, TX 77536

RE: Audio, Video, and Lighting System Proposal

Dear Mr. Lewis:

Ford Audio-Video Systems, LLC (Ford) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

- A. Introduction
- B. Description of Work and Responsibilities
- C. Installation Schedule
- D. Equipment List
- E. Cost Summary and Terms
- F. Guarantees and Limitations of Warranty
- G. Training and Documentation
- H. Building Construction and Installation
- I. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other: in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford and utilizes Ford Audio-Video Systems, LLC's **BuyBoard Contract #482-15**. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford. Please let us know if any questions arise. We look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Douglas Hill
Senior Account Manager

FORD AUDIO-VIDEO SYSTEMS, LLC

Mitch Warren, P.E.
Division Manager

Voice: 713-690-0555
Email: hilld@fordav.com
Website: www.fordav.com

Proposal
For
City of Deer Park, Deer Park, TX

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford shall provide and install the following systems for the City of Deer Park, Texas (Customer):

COUNCIL CHAMBERS

1. AUDIO SYSTEM

- a. One (1) audio-video console shall be installed in the studio area of the council chambers. The console shall have three (3) 16-space equipment racks installed under the counter, and two (2) 8-space equipment rack turrets above the counter. One (1) 16-space bay shall be reserved for owner furnished equipment (OFE) IT use.
- b. One (1) 33" lectern with a millwork kit shall be provided for the audio-video systems in the city council chambers. The lectern shall include one (1) 16-space equipment rack and power distribution.
 - 1) The Customer will provide the millwork for the lectern, allowing matching wood for the project.
- c. Twelve (12) in-counter power modules shall be installed in the dais to provide AC and USB power.
- d. Ten (10) 8" two-way loudspeakers ceiling installed in the council chambers above the audience, the lecterns and the dais in a 3-zone configuration.
- e. One (1) 3-channel, 120w at 70v audio amplifier shall be installed in the rack and connected to the speakers.
- f. One (1) 12-input, 8-output digital signal processor (DSP) shall be installed in the rack. The outputs of the DSP shall be connected to the audio amplifier, the OFE Granicus system, the AV recorder, the studio monitor speakers and the RF distribution system.
- g. Two (2) 5" two-way powered studio monitors shall be installed on 36" speaker stands in the studio.

- h. Thirteen (13) 16" gooseneck microphones shall be installed for the dais and lectern locations. They shall be connected to one (1) microphone processing unit. These microphones systems shall allow personal listening through headphones or monitor speakers.
- i. Thirteen (13) tabletop speakers shall be installed; twelve (12) at the dais and one (1) at the lectern. They shall include volume controls. Twelve (12) sets of earphones shall be included, allowing council members to plug in as necessary.
- j. Two (2) channels of digital wireless microphone receivers shall be installed in the provided equipment rack. Two (2) wireless hand-held transmitters, and two (2) belt back transmitters with lavalier microphones shall be provided. Each receiver can only have one (1) or the other transmitters connected at a time.
- k. One (1) assisted listening system (ALS) with four (4) belt-pack receivers and two (2) inductive neck loop receivers shall be installed and connected to the DSP.

2. VIDEO SYSTEM

- a. One (1) 16 x 16 capable digital media matrix card frame switcher with redundant power supply shall be provided and installed in the rack. The frame shall be populated with six (6) output cards and eight (8) input cards.
- b. Nine (9) 55", thin bezel video displays shall be mounted in a 3 x 3 video wall configuration on the front wall behind the dais. The wall shall receive a signal from the matrix switcher. One (1) spare display shall be provided, for a total of ten (10) displays. The spare display shall be tested and re-packaged and stored by the Customer.
- c. Eleven (11) 21.5" displays shall be provided for the dais at the council member locations. They shall all receive two (2) signals from the matrix switcher; one (1) for the lectern output and one (1) from the city secretary desk. Ford shall install six (6) HDMI distribution amplifiers (DAs), as well as eleven (11) HDMI to display port converts to provide dual signals to each display.
- d. Ford shall install four (4) HDMI/VGA-with-audio input transmitters, one (1) on the lectern, one (1) at the city secretary location, one (1) at the assistant city manager location, and one (1) in the studio. All input transmitters shall be connected to the matrix switcher.
- e. One (1) document camera shall be installed in a drawer on the lectern and connected to the matrix switcher.
- f. One (1) Blu-ray player shall be installed in the rack in the studio and connected to the matrix switcher.
- g. Two (2) annotation systems, with two (2) 20" touchscreen displays, shall be installed in the council chambers; one (1) at the lectern and one (1) at the assistant city secretary location. The outputs shall connect to the matrix switcher for routing annotated content. These shall act as confidence monitors and be a touchscreen controller at the assistant city secretary desk.

- h. One (1) HD media recorder shall be installed in the studio rack for recording live presentations in the council chambers.
 - i. One (1) 55" display shall be mounted in the lobby and connected to the video matrix switcher for live video overflow output. This monitor shall be able to display the distributed TV signal system.
 - j. One (1) 75" display shall be installed in the lobby and shall be connected to a digital signage player.
 - 1) The Customer will be responsible for providing content on the network for this player to access.
 - k. Two (2) digital signage media players shall be provided and connected, one (1) to the 75" display and one (1) to the matrix switcher.
 - 1) The Customer will provide LAN connectivity to the signage players.
 - l. One (1) RF modulator shall be installed in the studio furniture rack to modulate the council chambers AV signal.
 - m. One (1) RF combiner shall be installed in the IDF room and shall combine the RF signal with the OFE Comcast cable signal.
 - n. One (1) 8" room scheduler display shall be mounted on the outside wall of the council chambers.
 - 1) The Customer will be responsible for providing an OFE PoE LAN pull for the room scheduler.
- 3. LIGHTING SYSTEM
 - a. Six (6) LED lights, with 4 x 3 watt multicolor LEDs shall be flush-mounted in the ceiling soffit above the windows to wash the windows with color light.
 - b. One (1) LED light controller shall be installed in the studio and connected to the lights.
 - c. One (1) serial to DMX converter shall be connected to the controller to allow lighting control over Crestron.
- 4. CONTROL SYSTEM
 - a. One (1) control system, with one (1) 10" touchpanel for the city secretary and one (1) 15" touchpanel for the studio, and one (1) 20" touchpanel for the assistant city secretary shall be installed and programmed to control the following functions:
 - 1) Blu-Ray Player (Power On/Off, Play, Stop, FF and RW)
 - 2) Matrix Switcher (Input Source/Destination Select)
 - 3) Annotation (Source Select)

- 4) Video Wall (Power On/Off)
- 5) Lobby Display (Power On/Off)
- 6) Audio (Microphone Select, Microphone Volume Up/Down)
- 7) Media Recorder (Record/Stop Record)
- 8) Architectural lights (Color Select/Timing)

COUNCIL CHAMBERS CONFERENCE ROOM – A101

5. AUDIO SYSTEM

- a. Four (4) 6.5", two-way, in-ceiling loudspeakers shall be installed in the conference room ceiling.
- b. One (1) 40W, 70V audio amplifier shall be installed in the OFE back box and connected to the speakers.

6. VIDEO SYSTEM

- a. One (1) 75", LED, HD display shall be wall-mounted in the conference room. It shall have an OFE back-box for power and equipment storage and connected to the OFE RF cable.
- b. One (1) AV transmitter shall be installed under the table, providing HDMI and VGA with audio connectivity.
- c. Two (2) AV receivers shall be installed in the OFE back box and connected to the display. One (1) receiver shall receive a signal from the table inputs and one (1) receiver shall receive a signal from the council chambers matrix switcher.

7. CONTROL SYSTEM

- a. One (1) dual-gang, touch button control system, shall be installed in a table-top box and programmed to control the following functions:
 - 1) Display (Power On/Off, Source Select)
 - 2) Audio (Master Volume)

8. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford is accurate and responsive in the event of questions or problems that may arise during installation.

- b. The Customer shall clear the rooms involved in the installation of all activities during the periods of installation. Ford will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.
- c. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free and air-conditioned environment that is secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford to the job site.
- d. Electrical Power

In the event that electrical power is required to be installed or conduit systems are required to support the audio/video systems, it is the responsibility of the Customer, at their expense, to provide complete and adequate electrical power and conduit, unless otherwise noted.

- e. Lighting Systems
 - 1) Ford does not provide structural engineering and is not an electrical contractor.
 - 2) Ford recommends the Customer or the Customer's contractor hire a structural engineer to ensure the lighting bars and other lighting equipment are designed to meet the building code.
 - 3) The Customer's electrical contractor shall install the complete lighting system(s) to meet the building and electrical codes. This includes providing and installing the lighting bars that attach to the building structure. The approximate weight of the items provided by Ford to be hung from each lighting bar is 35 pounds per foot to lighting bar. It will be the responsibility of the Customer's structural engineer to ensure the lighting bars and their structural attachment are sufficient.
 - 4) The lighting system(s) require 120/208 volt, 5 wire, AC electrical service. If the electrical service is not 120/208 volt, the 'Customer or electrical contractor shall notify Ford so that the dimmer rack and lighting components may be changed to the appropriate voltage. This should be done at the beginning of the project.
 - 5) Some lighting manufactures require that they be allowed to inspect the AC source to the dimmer rack prior to energizing the system. This is necessary to validate the warranty of the equipment. It will take approximately three weeks to schedule the manufacturer's representative after Ford is notified by the Customer or the electrical contractor the lighting system is installed and is ready for inspection.
- f. Providing and preparing adequate space for the location of equipment, speakers, speaker clusters, subwoofer cabinets, distributed under and over balcony speaker systems, stage monitor systems, equipment racks, control and mixing consoles, lighting equipment, video monitors, video projectors, projection screens, and equipment racks included in the system. In the event floors are sloped or not level, the Customer is responsible for making the floor level under consoles and equipment racks. In the event a projection

screen is recessed in a finished ceiling, the Customer is responsible for refinishing the ceiling.

- g. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video, and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.
- h. The Customer is responsible for the installation and registration of all software on OFE computers. Ford will provide the Customer with the system requirements for Ford provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.
- i. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford installation personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the project.
- j. Ford is not licensed for and does not perform any electrical, carpentry, painting, masonry, or carpet laying work.

9. FORD SHALL BE RESPONSIBLE FOR:

- a. Providing line drawings for systems and equipment manuals electronically at no cost
- b. Fabrication and installation of audio/video systems
- c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio/video/control systems
- d. Installation of low voltage audio/video wiring for systems
- e. Electronic testing of audio systems
- f. Tuning of audio processors
- g. Testing and alignment of video systems
- h. Training
- i. Warranty service
- j. Providing as-built drawings with wire numbers and labels

10. PREVENTATIVE MAINTENANCE

- a. Ford shall perform one (1) pre-scheduled service call, prior to the end of the warranty period, for the purpose of conducting routine preventative maintenance (PM) to check the general operation of equipment. This PM service call shall be scheduled in advance with the Customer, between 8:00 am and 5:00 pm Monday through Friday, excluding holidays, and does not include expendable materials used (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.) or system programming. This service is renewable up to three (3) years.
- b. The Customer will provide a contact person that is authorized to answer questions and obligate the Customer if additional services are requested. The contact will be personally available to meet with the Ford technician and have knowledge of the equipment and systems to be inspected. The contact person will provide access to all areas and equipment rooms requiring inspection.

C. INSTALLATION SCHEDULE

1. Ford estimates that the actual on-site installation, test out and commissioning of this project will take six (6) weeks. In addition to the installation, Ford shall prepare system drawings, purchase the equipment, assemble the equipment in our shop, program control software as required and do in-shop testing. This work will take approximately six (6) to eight (8) weeks prior to the beginning of actual installation at your facility. The total time required to complete the project shall be approximately thirteen (13) weeks from agreement execution. The completion of Ford's work depends upon the facility being secure, dust-free, air-conditioned, and quiet.
2. For Ford to meet the above completion schedule, it is important that the Customer ensures the job site is available for Ford personnel, and there are no interruptions in the availability of the job site and the ability of Ford to do the work. Ford schedules its work force weeks in advance in order to meet the installation completion dates of all of its customers. As a consequence, it is vital that the Customer notify Fords Project Manager in the event that the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

D. EQUIPMENT LIST

COUNCIL CHAMBERS AV EQUIPMENT

Quantity	Description	Price	Extension
1.00	BLAC.HYPERDSTP2 RECO,HYPERDECK,STUDIO,PRO2,SSD	1,795.50	1,795.50
2.00	BRIG.HD223 DIGI.H.265,FULL HD,HTML5 PLAYE	315.00	630.00
2.00	BRIG.USDHC16C10 ACCE,CLASS,10,MICROSD,16GB	27.30	54.60
1.00	CHIE.LTM1U MOUN, LG HEIGHT ADJ, TILT MOUN	227.25	227.25
9.00	CHIE.LVSXU MOUN, CONNECSYS PORT W/O RAILS	588.00	5,292.00
2.00	CHIE.XSM1U MOUN,X-LRG, STATIC MOUNT ASSEM	203.25	406.50
1.00	CONT.QDA4-45 AMP.DA,DISTRIBU,AMP/COMBINER,4	391.50	391.50
1.00	CONT.QMODHDMIRG AV,HDTV,MOD,IPTV,ENCOD,HDMI	1,962.00	1,962.00
1.00	CRES.AMP-3210T AMP,3X210W COMMERCIAL POWER AM	1,085.00	1,085.00
32.00	CRES.CBL-HD-6 CABL, HDMI, 6'	35.00	1,120.00
11.00	CRES.CBLHDDVI12 CABL,HDMI TO DVI, 12'	49.00	539.00
5.00	CRES.CBLVGAAUD6 CRESTRON CERTIFIED COMPUTER V	28.00	140.00

1.00	CRES.CENSWPOE16 SWIT,16 PORT,MANAGED POE	1,855.00	1,855.00
1.00	CRES.CP3N AV,3-SERIES CONTROL SYSTEM	1,820.00	1,820.00
4.00	CRES.DMC4KCHDCP CARD,DM,4K,8G+,INPUT,HDCP2	770.00	3,080.00
3.00	CRES.DMC4KCOHDH CARD, DM, OUTPUT, 4K, HDCP2	910.00	2,730.00
3.00	CRES.DMC4KHDHDC CARD,HDMI INPUT.4K.HDCP2	560.00	1,680.00
3.00	CRES.DMC-4K-HDO CARD,4K HDMI OUTPUT, 2CH	1,260.00	3,780.00
1.00	CRES.DMCONNULTR CONN,RJ45 JACK W/ TERM TOOL	350.00	350.00
1.00	CRES.DMC-SDI CARD,SDI INPUT FOR DM SWITCHER	840.00	840.00
1.00	CRES.DMMD16X16R SWIT,DM,RUNDNT PWR SUP	6,860.00	6,860.00
1.00	CRES.DM-PSU-8 POWE,8-PORT PODM,DM SWITCH	840.00	840.00
4.00	CRES.DMRMC4K100 RECE,DM,4K ROOM CONTROL	630.00	2,520.00
1.00	CRES.DMRMC4KSCA RECE,4K 8G SCALER	1,260.00	1,260.00
4.00	CRES.DMTX201C TRAN,DM,HDMI + RGB INPUTS	910.00	3,640.00
1.00	CRES.DMTX4K302C 2 HDMI 1 VGA DM TRANSMITTER	1,400.00	1,400.00
6.00	CRES.HDDA44KE AMP.DA 1 TO 4 4K HDMI DA	350.00	2,100.00
1.00	CRES.MPAMP4070V AV,MEDIA PRESENTATION AUDIO AM	385.00	385.00
1.00	CRES.MPCM10BT AV,MEDIA PRESENTATION CONTROLL	763.00	763.00
1.00	CRES.TSW1060BS TOUC, 10.1" TOUCH SCREEN BL SM	1,680.00	1,680.00
1.00	CRES.TSW1060TTB ACCE, TTK FOR TSW-1060, BLK SM	175.00	175.00
1.00	CRES.TTKMPMPCIP BOX,TABLETOP,ENCLOSURE	70.00	70.00
1.00	DENO.DN-500BD BLUE,1RU PRO BLURAY PLAYER	359.10	359.10
1.00	EDCO.S2M-C COUPLER, 3.5MM TO BALANCED	33.48	33.48
2.00	ERGO.45-241-026 AV,ERGO LX DESK MT LCD ARM	152.99	305.98
1.00	EVOK.ERM1001 DATA,ROOM MGR,LED,8"	1,439.10	1,439.10
12.00	FSR.17766 ACCE,TCCHRGBLK9 POWER COASTER	161.10	1,933.20
4.00	JBL.CONTROL16CT SPEA,6-1/2" CO-AX CEILING,WHT	119.60	478.40
2.00	JBL.LSR305 SPEA,5" POWERED 2-WAY STUD MON	159.20	318.40
5.00	LIBE.DL-AR ADAP,UNIVERSIAL HDMI ADAPTER	90.97	454.85
1.00	QOMO.QD3900 DOC.CAM, 2MP 12X OPTICAL HDMI	1,596.00	1,596.00
1.00	SAMS.DM55E DISP.MON,55"LED 1920X1080	1,869.30	1,869.30
2.00	SAMS.DM75E DISP,MON,75".LED,LCD,WIFI	5,100.00	10,200.00
11.00	SAMS.S22E450D DISP.MON,21.5", (16:9) LED, VGA	195.75	2,153.25
10.00	SAMS.UD55E-B DISP.MON,55" 3.5MM VIDEO WALL	4,291.20	42,912.00
13.00	SHUR.DC5900F CONF,DISCUSSION UNIT,FLUSH MNT	168.00	2,184.00
1.00	SHUR.DIS-CCU-US CNTRL UNIT FOR DDS5900/DCS6000	1,665.00	1,665.00
13.00	SHUR.GM5923 GOOSENECK.MIC.W/LED.W/XLR.40CM	133.00	1,729.00
2.00	SHUR.QLXD12485H COMBO SYS,WL185/SM58,QLXD4,H50	1,529.15	3,058.30
12.00	SHUR.SE112-GR HEAD,SOUND ISPLATING EAR BUDS	48.30	579.60
1.00	SHUR.SW6000 SOFT,CONF MANAGEMENT PACK	2,049.35	2,049.35
1.00	ULTI.MS-90-36B STAN,36"H,PAIR,STUDIOMON,BLK	223.99	223.99
13.00	SHUR.LS5900F CONF.AUD,FLUSH MNT SPEAKER	39.20	509.60
13.00	SHUR.FP-5981-F PANE,FRONT PLATE	87.50	1,137.50
1.00	MARS.V-R173-DLW DISP.MON,17" HD RM WVFRM/VECTO	2,699.10	2,699.10
1.00	CRES.DSP-1283 12X8 DSP W/DANTE, AEC & USB	2,800.00	2,800.00
5.00	CRES.CBL-HD-12 CABL,HDMI,12FT	49.00	245.00
1.00	CRES.TS1542TILB DISP.TOU,15.6" HD,W/DM	4,060.00	4,060.00
3.00	CRES.DMDGE200C RECE,DM,DIGITAL GRAPHICS ENGIN	2,240.00	6,720.00
2.00	CRES.TSD2220B DISP.TOU, 21.5" HD, BLACK	1,400.00	2,800.00
8.00	LEVI.41641-E PANE,QUICKPORT,DECORA INS,BLK	4.50	36.00
2.00	CRES.DMCBLULT15 CABL,DM ULTRA PATCH 1.5 FT	21.00	42.00
13.00	C2G.00817 CABL,10'CAT6 SHIELD PATCH BLK	9.09	118.17

10.00	CRES.SAROSIC8TW SAROS 8" 2-WAY IN-CEILING SPE	238.00	2,380.00
10.00	CRES.SPKNCTPIC8 ACCE,NEW-CONSTRUCTION SPEAKER	17.50	175.00
17.00	EXTR.26-691-09 CABL,9' DISPLAY PT ULTRA	56.00	952.00
2.00	EXTR.26-691-12 CABL, DISPLAYPORT 4K 12'	63.00	126.00
6.00	CRES.DMRMC4K10T RECE, 8G+,RECEIVER,BLK,TEXTURE	490.00	2,940.00
2.00	CRES.DM-DA4-4KC TRAN,DM 8G/HDBT 4X SPLITTER	1,890.00	3,780.00
11.00	C2G.54179 ADAP,HDMI TO DISPLAYPORT CONVE	107.99	1,187.89
2.00	SAND.SDSSDXPS24 CARD,240GB SOLID STATE DRIVE	148.80	297.60
1.00	WILL.PPA457PRO ASSI, 457PRO SYSTEM,4-RECVRS	1,108.50	1,108.50
2.00	WILL.PPAR37 RECE,FM,AA BATT,EAR013	92.25	184.50
		Sub Total	161,312.51

COUNCIL CHAMBERS LIGHTING

Quantity	Description	Price	Extension
1.00	DOUG.2322DMX LIGH,INTERFACE,RS232 TO DMX	1,282.50	1,282.50
6.00	ILUM.LOGICTRI4 LIGH,4 LED RGB FLUSH MNT FIXTU	108.00	648.00
1.00	ILUM.LOGIC1X36 LIGH,36 WATT LED RBG CONTROLLE	212.00	212.00
		Sub Total	2,142.50

CABLING, RACKING & MISC HARDWR

Quantity	Description	Price	Extension
2,000.00	CRES.DMCBL8GPSP WIRE,24/8 STP,8G,PENUM,	.90	1,800.00
3,000.00	WEST.254246 WIRE,4PR,24AWG,CAT 6,CMP	.36	1,080.00
1,000.00	WEST.256350 RG-6,18,SLD,BARE,CMP,SDI,COAX	.94	940.00
2,000.00	WEST.25225B WIRE,2C,16G,PENUM,GRAY	.21	420.00
1,000.00	WEST.25291B 2,COND,22,7X30,BARE,SHLD,CMP	.10	100.00
1.00	MIDD.CUSTOM1 CUSTOM 33"W LECTERN WO MILLWRK	1,706.68	1,706.68
1.00	MIDD.CUSTOM2 VIEWPOINT AV CONSOLE SYSTEM	4,477.84	4,477.84
3.00	MIDD.PD715SCNS SLIM PWR STRIP,7 OUTLET	79.10	237.30
5.00	MIDD.PD-915R-SP 9 OUTS,15A SERIES SURGE	439.60	2,198.00
3.00	MIDD.PD-DC-125R POWE, 125W MULTI-MOUNT, DISTRO	503.30	1,509.90
1.00	MIDD.UPS-2200R POWE,RACK,UPS 2200VA/1650W	1,251.60	1,251.60
1.00	CRIMPS, TIES & LABELS	880.72	880.72
1.00	CABLES & CONNECTORS	3,522.87	3,522.87
1.00	MOUNTING HARDWARE	1,761.44	1,761.44
1.00	RACKING HARDWARE	2,642.15	2,642.15
2.00	MIDD.DCPC-1X4 PANE,1RU,DECORA PANEL,MOUNTS 4	25.20	50.40
8.00	MIDD.VTF1 PANE,1 SPACE (1 3/4") VENT PAN	13.30	106.40
2.00	MIDD.UFA-8-F2 2SP SLF,8" D W/ 2U FA,BPC	46.90	93.80
1.00	MIDD.D4LK RACK,4 SPACE (7") RACK DRAWER,	206.50	206.50
100.00	CRES.DM8GCONNWG CONN,DM,8G,WG,RJ45	3.49	349.00
		Sub Total	25,334.60

BONDING

Quantity	Description	Price	Extension
	PERFORMANCE & PAYMENT BOND	3,273.51	3,273.51
	Sub Total		3,273.51

INTEGRATION SERVICES

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY	94,323.00	94,323.00
	Sub Total		94,323.00
	Merchandise:		188,789.61
	Integration:		94,323.00
	Bond:		3,273.51
	Freight:		.00
	Sales Tax*:		.00
	Total Amount:		286,386.12

E. COST SUMMARY AND TERMS

PROPOSED TOTAL: \$286,386.12

PREVENTATIVE MAINTENANCE: \$2,490.00

*TAXES: All taxes are the responsibility of the Customer. If a tax is charged to Ford, the Customer will be responsible for reimbursing Ford for the cost.

TERMS: 100% due upon completion with an authorized purchase order.

All invoices are due Net 30.

CC: Unless otherwise prohibited by law, a 3% bank interchange fee will be charged for using a credit card for payment.

PRICE: The price stated above for this project is based upon the complete system being purchased and installed at one time. In the event the Customer selects to purchase less than the total project, delays purchase of any portion of the system, requires that the system be installed in phases, or delays the installation, Ford reserves the right to charge for additional labor, travel, and overhead. The price is valid for thirty (30) days from the date of this proposal.

COMMENCEMENT OF WORK:

Ford must receive the signed contract and/or a purchase order accepting the terms and conditions of this proposal, prior to the contract being initiated by Ford. Without the acceptance of Ford no work on the contract will be under taken, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford within the terms above, Ford reserves the right to stop work on the project until all payments are received by Ford in accordance with the terms.

CREDIT: This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's credit center for final review and acceptance.

CHANGES: Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford and are subject to the credit terms of this agreement.

NON-HIRE: The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

- a. Equipment will be new, unless noted otherwise.
- b. All workmanship provided by Ford will be free of defects and will be repaired, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.
- c. All equipment and materials provided by Ford that were manufactured by other companies will be warranted under the standard warranty terms of the original manufacturer.
- d. If any questions arise now or in the future about the installation or operation of the system, a Ford engineer will be available to assist and answer any questions by phone.
- e. The warranty does not include nor cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- f. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such

as radio and television broadcasts, cell phones, and computer wireless networks, is probable and should be expected.

- g. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.

- h. The term "Software" as used in this document includes all editable source files, un-editable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

Unless otherwise expressly agreed in writing, all Software created by Ford remains the property of Ford, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company.

- i. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, shall not be covered under this warranty statement. Re-calibration of settings shall be considered by Ford to be billable time to the Customer at Ford's standard engineering rates.
- j. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- k. If warranty work is necessary within the warranty period, Ford will, at its option, repair the defective equipment or return it to the manufacturer for repair.
- l. Repairs, modifications, or other work performed by personnel not authorized by Ford during the period of warranty on any equipment of the system may invalidate the warranty.
- m. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system performed by personnel not authorized by Ford prior to acceptance of the system by the Customer.
- n. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.

2. OWNER-FURNISHED EQUIPMENT (OFE):

- a. Ford's intent is to provide a complete system including all equipment. In some cases, the Customer may own equipment which they desire to be included with the installation. Ford identifies this as OFE.
- b. The use of OFE is solely for the convenience of the Customer and is not included in the warranty or guarantee provided.
- c. Ford shall take reasonable care in handling OFE and install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system. Ford reserves the right to accept or reject OFE based on the equipment's service record, or lack thereof, poor condition, or out of date software/firmware. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
- d. In the event that OFE does not function properly, Ford shall notify the Customer to determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.
- e. The existing equipment, removed as a curtesy by Ford, that is not being reused, shall be handed over to the Customer. Ford is not responsible for the existing equipment or its condition when received by the Customer.

G. TRAINING AND DOCUMENTATION

1. TRAINING INCLUDED:

- a. Ford will host a training session near the completion of installation. All system users and interested persons should attend this training so that all questions can be answered during this training.
- b. During the training, if requested, Ford personnel will attend the initial first use of the system and assist the Customer's operators and users in the operation of the Ford-installed system.
- c. Ford shall provide a training agenda for scheduled training.
- d. Ford shall provide a quick start guide (QSG) for each room type. The QSG is a generic, brief description, of how to operate the system. Two (2) copies of a laminated document, for each room type, shall be provided to the Customer.

2. ADVANCED TRAINING - OPTIONAL:

Ford is committed to providing the highest quality and most modern training experience possible to its Customers. In addition to the training included with this project, for an additional fee, Ford offers multiple, customizable options to fit the needs of any Customer. The possible programs include:

- a. Ford shall supply a training video consisting of a visual tutorial or tutorials, if multiple room type videos are purchased, that will explain how to operate specific AV systems. This training tutorial, narrated by a Ford trainer, is a self-paced, always-available, online video, viewable on any mobile device which give the learner a step-by-step process on how to use the technology.
- b. In consultation with the Customer, Ford will develop and execute a custom curriculum and curriculum schedule.
- c. Ford will provide in-person presentation(s), as needed, including presentation materials such as PowerPoint or Prezi presentation.
- d. Ford will develop a custom Orientation & Operations Handbook, which shall include detailed, user-friendly information on solutions, functionality, troubleshooting, curriculum, and other useful reference materials.
- e. The Ford Training Center also highly recommends follow-up training sessions six months to a year following the initial session(s) to ensure that all concepts are anchored and being employed by each user as well as providing opportunities for new employees to receive the same level and style of training existing employees received. The Ford Training Center will work with customers to develop a long-term training strategy and/or ongoing training curriculum.
- f. Additional materials include documents in electronic format, additional hard and/or laminated copies of Quick-Start Guides and Orientation & Operations Handbooks, as well as CDs or DVDs of these curriculum materials.
- g. All training curriculum and components will be developed and executed by a Ford Master Trainer.
- h. The components of the optional training are to be determined by the Customer, Account Manager, and Ford Master Trainer to best meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.
- i. Please contact Ford to receive a customized price quote on the Advanced Training Program option.

H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

1. VISUAL INSPECTION:

- a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

2. EXISTING CONDITIONS:

a. Acoustics and Noise

In facilities where Ford is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

- 1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing or other mechanical systems in the building. In general, Ford recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.
- 2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, Ford recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.
- 3) Ford is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

I. ACCEPTANCE

1. The Customer's personnel will be notified by Ford upon completion of the installation.
2. Demonstration of system performance will be during the training session.
3. Participants at the performance demonstration shall include personnel representing Ford and personnel representing City of Deer Park who are authorized to accept the system as complete and make final payment.

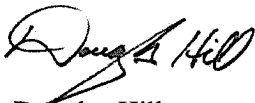
This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's credit department for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 713-690-0555.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC



Douglas Hill
Senior Account Manager

Voice: 713-690-0555
E-mail: hilld@fordav.com
Website: www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

CITY OF DEER PARK

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that City of Deer Park and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of \$286,386.12, for the purchase and installation of equipment and services described in the attached proposal.

PREVENTATIVE MAINTENANCE: \$2,490.00

Customer Accepts

City of Deer Park and Ford Audio-Video Systems, LLC, by and through their respective signatories to the agreement, each represent to the other that they are authorized to enter into this agreement.

We do both agree to abide by the terms and conditions of this agreement.

FORD AUDIO-VIDEO SYSTEMS, LLC

CITY OF DEER PARK

Douglas Hill
Senior Account Manager

Authorized Signature

Mitch Warren, P.E.
Division Manager

Printed Name and Title

Date

Date

EXHIBIT A-4

BuyBoard Discount Worksheet

(See Attached)

CITY OF DEER PARK CITY HALL

BuyBoard Discount Worksheet

COUNCIL CHAMBERS & COUNCIL CONFERENCE - DH80129

QTY	BRAND	PART #	DESCRIPTION	RETAIL	BUYBOARD SELL PRICE	DISCOUNT
1	BlackMagic	HYPERDSTP2	Professional AV Recorder	\$1,995.00	\$1,795.50	10%
2	Brightsign	HD223	HD Digital Signage Player	\$350.00	\$315.00	10%
2	Brightsign	USDHC16C10	16GB Micro SD Card	\$39.00	\$27.30	30%
1	Chief	LTM1U	Large Format Tilting Wall Mount Bracket	\$303.00	\$227.25	25%
9	Chief	LVSXU	6-Axis Video Wall Mount	\$784.00	\$588.00	25%
2	Chief	XSM1U	Extra Large Display Wall Mount	\$271.00	\$203.25	25%
1	Contemporary Res	QDA4-45	4-Port 45 dB RF Combiner & Amplifier	\$435.00	\$391.50	10%
1	Contemporary Res	QMODHDMIRGB	HDMI ATSC RF Modulator	\$2,180.00	\$1,962.00	10%
1	Crestron	AMP-3210T	120 Watt x 3 Power Amplifier	\$1,550.00	\$1,085.00	30%
5	Crestron	CBL-HD-6	6' HDMI User Cable	\$50.00	\$35.00	30%
12	Crestron	CBLHDDVI12	12' HDMI to DVI Cable	\$70.00	\$49.00	30%
5	Crestron	CBLVGAAUD6	6' VGA/Audio User Cable	\$40.00	\$28.00	30%
1	Crestron	CEN-SW-POE16	16 Port POE+ Network Switch	\$2,650.00	\$1,855.00	30%
1	Crestron	CP3N	Series 3 System Control Processor	\$2,600.00	\$1,820.00	30%
4	Crestron	DMC4KCHDCP2	DM Input Card	\$1,100.00	\$770.00	30%
2	Crestron	DMC4KCOHDHDCP	Dual DM Output Card	\$1,300.00	\$910.00	30%
3	Crestron	DMC4KHDHDCP2	HDMI Input Card	\$800.00	\$560.00	30%
3	Crestron	DMC-4K-HDO	Dual HDMI Output Card	\$1,800.00	\$1,260.00	30%
2000	Crestron	DMCBL8GPSP	DM Plenum Cabling	\$1.28	\$0.90	30%
1	Crestron	DMCONNULTRARECP	DM Keystone Jack - 20 Pack	\$500.00	\$350.00	30%
1	Crestron	DMC-SDI	HD-SDI Input Card	\$1,200.00	\$840.00	30%
1	Crestron	DM-MD16X16RPS	16x16 DM AV Switcher Chassis /Redundant PS	\$9,800.00	\$6,860.00	30%
1	Crestron	DM-PSU-8	DM POE+ Power Supply	\$1,200.00	\$840.00	30%
4	Crestron	DMRMC4K100C	DM HDMI Receiver	\$900.00	\$630.00	30%
1	Crestron	DMRMC4KSCALERC	4K DM Scaling HDMI Receiver	\$1,800.00	\$1,260.00	30%
4	Crestron	DMTX201C	HDMI/VGA DM Transmitter	\$1,300.00	\$910.00	30%
6	Crestron	HDDA44KE	1x4 4K HDMI Distribution Amplifier	\$500.00	\$350.00	30%
1	Crestron	MP-AMP4070V	40 W 70V Amplifier	\$550.00	\$385.00	30%
1	Crestron	MPCM10BT	10 Button Control Procesor/Keypad	\$1,090.00	\$763.00	30%
3	Crestron	TSW1060BS	10" Color Control Touchscreen	\$2,400.00	\$1,680.00	30%
3	Crestron	TSW1060TTKBS	10" Touchscreen Tabletop Kit	\$250.00	\$175.00	30%
1	Crestron	TTKMPMPCIPACBT	Control Keypad Tabletop Kit	\$100.00	\$70.00	30%
1	Denon	DN-500BD	Professional BluRay Player	\$399.00	\$359.10	10%
1	Doug Fleenor	2322DMX	RS-232 to DMX Adapter	\$1,425.00	\$1,282.50	10%
1	Edcor	S2M-C	Stereo to Balanced Audio Converter	\$41.85	\$33.48	20%
1	Ergotron	45-241-026	Adjustable Monitor Arm	\$169.99	\$152.99	10%
1	Evoko	ERM1001	10" Room Scheduling Panel	\$1,599.00	\$1,439.10	10%
12	FSR	17766	AC & USB Power Cubby	\$179.00	\$161.10	10%
4	JBL	Control 16CT	6 1/2" In Ceiling Speakers	\$149.50	\$119.60	20%
2	JBL	LSR305	5 1/4" Studio Monitors	\$199.00	\$159.20	20%
6	Iluminarc	LOGICTRI4	4 LED RGB Fixture	\$135.00	\$108.00	20%
1	Iluminarc	LOGIC1x36	36 Watt RGB Lighting Controller	\$265.00	\$212.00	20%
5	Liberty	DL-AR	HDMI Adapter Set	\$129.95	\$90.97	30%
1	Marshall	VR173DLW	17" Rack Mount Broadcast Monitor	\$2,999.00	\$2,699.10	10%
1	Middle Atlantic	CUSTOM	Lectern Rack Frame - Millwork Kit 33"W	\$2,438.12	\$1,706.68	30%
1	Middle Atlantic	CUSTOM	View Point Control Console	\$6,396.92	\$4,477.84	30%
3	Middle Atlantic	PD-715SC-NS	7 Outlet Power Strips	\$113.00	\$79.10	30%
5	Middle Atlantic	PD-915R-SP	9 Outlet Rack Mount Surge	\$628.00	\$439.60	30%
3	Middle Atlantic	PD-DC-125R	DC Power Center	\$719.00	\$503.30	30%
1	Middle Atlantic	UPS-2200R	2200VA UPS Battery Backup System	\$1,788.00	\$1,251.60	30%
1	Qomo	QD3900	HD Document Camera	\$1,995.00	\$1,596.00	20%
1	Samsung	DM55E	55" 1080p Professional Display	\$2,077.00	\$1,869.30	10%
2	Samsung	DM75E	75" 1080p Professional Display	\$6,000.00	\$5,100.00	15%
11	Samsung	S22E450D	22" 1080p Desktop Monitor w/ Adj Stand	\$261.00	\$195.75	25%
9	Samsung	UD55E-B	55" 1080p 3.5mm Video Wall Display	\$4,768.00	\$4,291.20	10%
13	Shure	DC5900F	Electronics for Flush Mount Microphone	\$240.00	\$168.00	30%
1	Shure	DIS-CCU-US	Discussion Controller/Processor	\$2,220.00	\$1,665.00	25%
13	Shure	FP5981F	Flush Mount Discussion Mic Module	\$125.00	\$87.50	30%
13	Shure	GM5923	16" Gooseneck Microphone with LED Light	\$190.00	\$133.00	30%
13	Shure	LS5900F	Flush Mount Talkback Speaker	\$56.00	\$39.20	30%
2	Shure	QLXD12485H	Shure Wireless Handheld/Lavilier Combo	\$1,799.00	\$1,529.15	15%
12	Shure	SE112-GR	Earbud Headphones for DAIS Mics	\$69.00	\$48.30	30%
1	Shure	SW6000	Discussion Controller Setup Software	\$2,411.00	\$2,049.35	15%
1	Ultimate	MS-90-36B	36" Monitor Speaker Stands	\$319.99	\$223.99	30%
1	Williams Sound	PPA457PRO	Assisted Listening Solution	\$1,478.00	\$1,108.50	25%
2	Williams Sound	PPAR37	Assited Listening Receiver	\$123.00	\$92.25	25%
3000	West Penn	254246	CAT6 Plenum UTP Cable	\$0.52	\$0.36	30%
1000	West Penn	256350	HD-SDI Plenum Cabling	\$1.34	\$0.94	30%

2000 West Penn	25225B	16/2 Plenum Speaker Wire	\$0.30	\$0.21	30%
1000 West Penn	25291B	22/2 Shielded Plenum Mic/Line Wire	\$0.14	\$0.10	30%
1 Crestron	DSP-1283	12x8 Audio DSP	\$4,000.00	\$2,800.00	30%
5 Crestron	CBL-HD-12	12' HDMI Cable	\$70.00	\$49.00	30%
1 Crestron	TS1542TILB	15" Tabletop Touchscreen	\$5,800.00	\$4,060.00	30%
3 Crestron	DMDGE200C	Digital Graphics Engine - Annotation	\$3,200.00	\$2,240.00	30%
2 Crestron	TSD2220B	20" Annotation/Control Panel	\$2,000.00	\$1,400.00	30%
2 Middle Atlantic	DECP-1x4	1RU Decora Rack Panel	\$36.00	\$25.20	30%
8 Leviton	41641-E	1 Port Decora Keystone Plate Black	\$6.00	\$4.50	25%
2 Crestron	DMCBLULTU15	1.5 Foot DM Patch Cable	\$30.00	\$21.00	30%
13 C2G	00817	10' shielded CAT6 Cable	\$12.99	\$9.09	30%
10 Crestron	SAROSIC8TW	8" InCeiling Speaker	\$340.00	\$238.00	30%
10 Crestron	SPKNCTPIC8	8" Pre Construction Bracket	\$25.00	\$17.50	30%
17 Extron	26-691-09	9' Ultra DP Cable	\$80.00	\$56.00	30%
2 Extron	26-691-12	12' Ultra DP Cable	\$90.00	\$63.00	30%
6 Crestron	DMRMC4K10T	DM Receiver	\$700.00	\$490.00	30%
2 Crestron	DM-DA4-4KC	4 Port DM Distribution Amplifier	\$2,700.00	\$1,890.00	30%
11 C2G	54179	Display Port to HDMI Converter	\$119.99	\$107.99	10%
2 SanDisk	SDSSDXPS24	240GB SSD Drive	\$162.00	\$145.80	10%
8 Middle Atlantic	VTF1	1 RU Vent Panel	\$19.00	\$13.30	30%
2 Middle Atlantic	UFA-8-F2	2 Spcae Storage Rack Panel	\$67.00	\$46.90	30%
1 Middle Atlantic	D4LK	4 RU Rack Drawer with lock	\$295.00	\$206.50	30%
100 Crestron	DM8GCONNWG	8G RJ45 Connector	\$4.99	\$3.49	30%
				\$0.00	
				\$0.00	

CITY HALL CONFERENCE & OFFICES - DH80129A

QTY	BRAND	PART #	DESCRIPTION	RETAIL	BUYBOARD SELL PRICE	DISCOUNT
1 Aiphone	IS-CCU		Central Control Unit	\$1,716.00	\$1,544.40	10%
1 Aiphone	IS-DV		Surface Mount Door Station w/Camera	\$299.99	\$254.99	15%
4 Aiphone	IS-MV		Master Station Color Monitor	\$558.00	\$502.20	10%
1 Aiphone	IS-PU-UL		System Power Supply	\$430.00	\$387.00	10%
1 Aiphone	IS-RACK		Power Supply Rack Mount Kit	\$95.00	\$85.50	10%
1 Barco	R9861520NA		CSE-200 Clickshare Wireless Presentation	\$1,750.00	\$1,575.00	10%
1 C2G	00817		10' shielded CAT6 Cable	\$12.99	\$9.09	30%
9 Cambridge Sound	E-A-W-16-4		4-Pack Masking Speaker	\$76.75	\$69.08	10%
1 Cambridge Sound	QT300		3-Zone Sound Masking Generator	\$1,700.00	\$1,530.00	10%
1 Cambridge Sound	RM-QT		Sound Generator Rack Mount Kit	\$27.00	\$24.30	10%
16 Chief	LTM1U		Large Format Display Wall Mount	\$303.00	\$227.25	25%
4 Chief	XSM1U		Extra Large Display Wall Mount	\$271.00	\$203.25	25%
1 Crestron	AMP120070		200 Watt 70V Power Amplifier	\$750.00	\$525.00	30%
18 Crestron	CBL-HD-6		6' HDMI User Cable	\$50.00	\$35.00	30%
5 Crestron	CBLVGAAUD6		6' VGA/Audio User Cable	\$40.00	\$28.00	30%
1 Crestron	CEN-SW-POE5		5 Port PoE Network Switch	\$400.00	\$280.00	30%
1000 Crestron	DMCBL8GPSP		DM Plenum Cabling	\$1.20	\$0.84	30%
1 Crestron	DMP534K150C		10x1 AV Switcher & Control Processor	\$5,000.00	\$3,500.00	30%
4 Crestron	DMRMC4K100C		DM HDMI Receiver	\$900.00	\$630.00	30%
5 Crestron	DMTX201C		HDMI/VGA DM Transmitter	\$1,300.00	\$910.00	30%
1 Crestron	DMTX4K302C		HDMI/DP & VGA DM Transmitter	\$2,000.00	\$1,800.00	10%
5 Crestron	HD-EXT4-C		HDMI HDBaseT Extender Set	\$1,000.00	\$700.00	30%
3 Crestron	MP-AMP4070V		40 W 70V Amplifier	\$550.00	\$385.00	30%
1 Crestron	MP-B10-B-T		10 Button Control Keypad	\$450.00	\$315.00	30%
3 Crestron	MPCM10BT		10 Button Control Procesor/Keypad	\$1,090.00	\$763.00	30%
4 Crestron	TTKMPMPCIPACBT		Control Keypad Tabletop Kit	\$100.00	\$70.00	30%
3 Edcor	S2M-C		Stereo to Balanced Audio Converter	\$41.85	\$33.48	20%
2 Evoko	ERM1001		10" Room Scheduling Panel	\$1,599.00	\$1,439.10	10%
18 JBL	Control 16CT		6 1/2" In Ceiling Speakers	\$149.50	\$119.60	20%
1 Linear	2500-2346		Drive Thru Loop Detector	\$184.99	\$166.49	10%
1 Middle Atlantic	CFR-8-16		8 RU Open Rack Frame for Aiphone	\$362.00	\$253.40	30%
1 Middle Atlantic	CUSTOM		C5 14 RU Equipment Credenza	\$2,812.00	\$1,968.40	30%
1 Middle Atlantic	EB2		2 RU Blank Panel	\$16.00	\$11.20	30%
2 Middle Atlantic	PD-915R-SP		9 Outlet Rack Mount Surge	\$628.00	\$439.60	30%
1 Middle Atlantic	U2V		2RU Equipment Shelf	\$77.00	\$53.90	30%
2 Middle Atlantic	UFA-8-F2		2 RU Component Storage Shelf	\$67.00	\$46.90	30%
1 Middle Atlantic	UPS-S500R		500VA UPS Battery Backup	\$616.00	\$431.20	30%
3 Middle Atlantic	VTF1		1 RU Fine Preforated Rack Panel	\$19.00	\$13.30	30%
1 RDL	PS-24AS		12VDC Power Supply	\$25.99	\$23.39	10%
16 Samsung	DB55E		55" 1080p Professional Display w/Tuner	\$1,692.00	\$1,438.20	15%
3 Samsung	DM75E		75" 1080p Professional Display	\$6,000.00	\$5,100.00	15%
1 Samsung	DM82D		82" 1080p Professional Display	\$7,231.00	\$5,784.80	20%
1000 West Penn	25225B		16/2 Plenum Speaker Wire	\$0.30	\$0.21	30%

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT
(See Attachment)

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Deer Park accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Deer Park shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement.
- B. The City of Deer Park requires a Performance Bond and a Payment Bond from the vendor to be included as part of the final agreement.
- C. A waiver of subrogation in favor of The City of Deer Park shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- D. All insurance policies shall be endorsed to the effect that The City of Deer Park will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- E. All insurance policies, which name The City of Deer Park as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- F. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- G. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Deer Park of any material change in the insurance coverage.
- H. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- I. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- J. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Deer Park.
- K. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- L. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- M. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- N. Upon request, Contractor shall furnish The City of Deer Park with certified copies of all insurance policies.
- O. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Deer Park within ten (10) business days after contract award and prior to

starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Deer Park, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Deer Park. The certificate of insurance and endorsements shall be sent to:

**City of Deer Park
City Managers Office
710 E. San Augustine
Deer Park, TX 77536**

**emailed to: jstokes@deerparktx.org
Faxed to: 281-476-5689**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm. Coverages Required & Limits (Figures Denote Minimums)

☒ Workers' Compensation Statutory limits, State of TX.

☐ Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

☐ Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk Each
Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

☐ Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

☐ Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
\$2,000,000 General Aggregate

☐ Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

☐ Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: not required

Contract value between \$1,000,000 and \$5,000,000: \$4,000,000 is required

Contract value between \$5,000,000 and \$10,000,000: \$9,000,000 is required

Contract value between \$10,000,000 and \$15,000,000: \$15,000,000 is required

Contract value above \$15,000,000: \$20,000,000 is required

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

☐ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

☐ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

☐ Pollution Liability for property damage, bodily injury and clean up (if project entails possible

contamination of air, soil or ground or as determined by the City of Sugar Land) \$1,000,000 each occurrence \$2,000,000 aggregate

☐ Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

EXHIBIT B-2

Ford Audio-Visual Systems, LLC Insurance Certificate

(See Attached)



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
06/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Oklahoma, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Ford Audio-Video Systems, LLC 4800 West Interstate 40 Oklahoma City, OK 731285425	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Valley Forge Insurance Company	
	INSURER B: National Fire Insurance Company of Hartford	
	INSURER C: Continental Insurance Company	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W2558737

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	6016746553	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	N	N	C 6016746522	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	CUE 6016746519	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	WC 6 16746536	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Ford AV Proposal #180129

CERTIFICATE HOLDER**CANCELLATION**

City of Deer Park 710 E. San Augustine St. Deer Park, TX 77536-4258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 14668889

BATCH: 339623

EXHIBIT B-3

Ford Audio-Visual Systems, LLC Completed W-9 Form

(See Attached)

RECEIVED
FEB 08 2017
JOANNE GRAHAM-AIP

**Request for Taxpayer
Identification Number and Certification**

Vendor# **5144**
Entered **Update**
Verified

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ford Audio-Video Systems, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) 4800 West I-40 Service Road	Requester's name and address (optional)
6 City, state, and ZIP code Oklahoma City, OK 73128-1208	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
7	3	-	0	9	4	7	8	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of
U.S. person ▶

Chamio

Date ▶ **09/08/2015**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT B-4

Ford Audio-Visual Systems, LLC Technical Specifications

(See Attached)

CITY OF DEER PARK - NEW CITY HALL DESIGN BUILD

DEER PARK, TX

AV SYSTEMS

DRAWING SCHEDULE:

AV0.00	TITLE SHEET
AV0.01	NOTES & LEGENDS
AV0.02	CABLE & CONNECTOR LEGENDS
AV1.00	COUNCIL CHAMBER VIDEO LINE DIAGRAM
AV1.01	COUNCIL CHAMBER VIDEO WALL & RACK ELEVATION
AV1.02	COUNCIL CHAMBER AUDIO & TOUCH PANEL LINE DIAGRAM
AV1.03	CONFERENCE ROOMS A101 & A108 LINE DIAGRAMS
AV1.04	CONFERENCE ROOMS A212, A126, & A247 LINE DIAGRAMS
AV1.05	OFFICES, SOUND MASKING, & DRIVE-THRU LINE DIAGRAMS
AV5.00	COUNCIL CHAMBERS VIDEO WALL ELEVATION
AV5.01	DISPLAY ELEVATIONS
AV7.00	CONDUIT RISER - OFFICE LOCATIONS
AV7.01	CONDUIT RISER - CONF. ROOMS & COUNCIL CHAMBERS
AV7.02	CONDUIT RISER - MISC. LOCATIONS
AV8.0.1	LVL 1 FLOOR PLAN (OVERALL)
AV8.0.2	LVL 2 FLOOR PLAN (OVERALL)
AV8.01	COUNCIL CHAMBER DETAIL VIEW
AV8.02	OFFICE FLOOR PLAN DETAILS (1/2)
AV8.03	OFFICE FLOOR PLAN DETAILS (2/2)
AV8.04	CONFERENCE ROOM FLOOR PLAN DETAILS
AV8.05	MISC. FLOOR PLAN DETAILS (1/2)
AV8.06	MISC. FLOOR PLAN DETAILS (2/2)



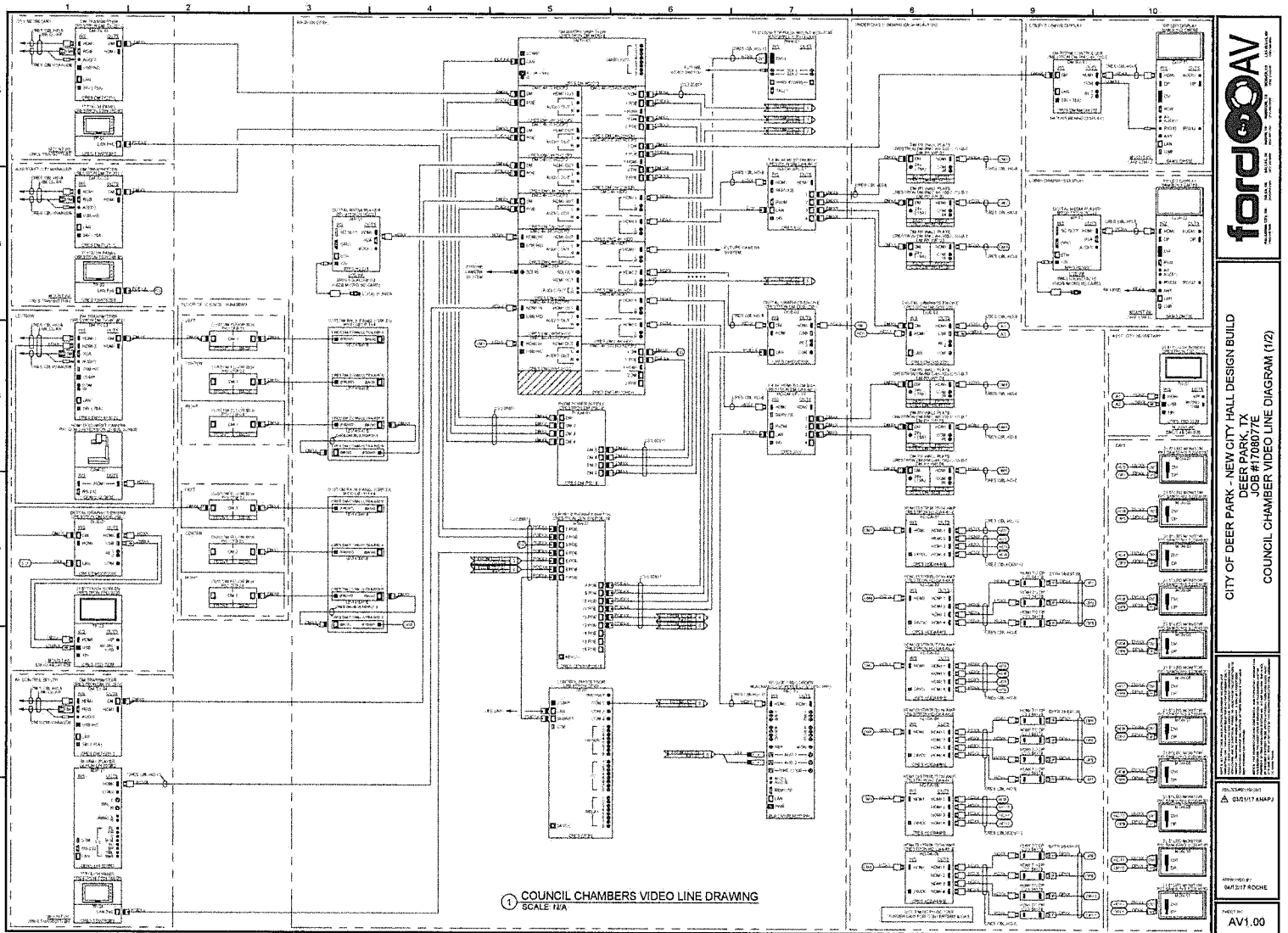
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DEER PARK, TX
JOB #1708077E
TITLE SHEET

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CHECKED BY: [Signature]
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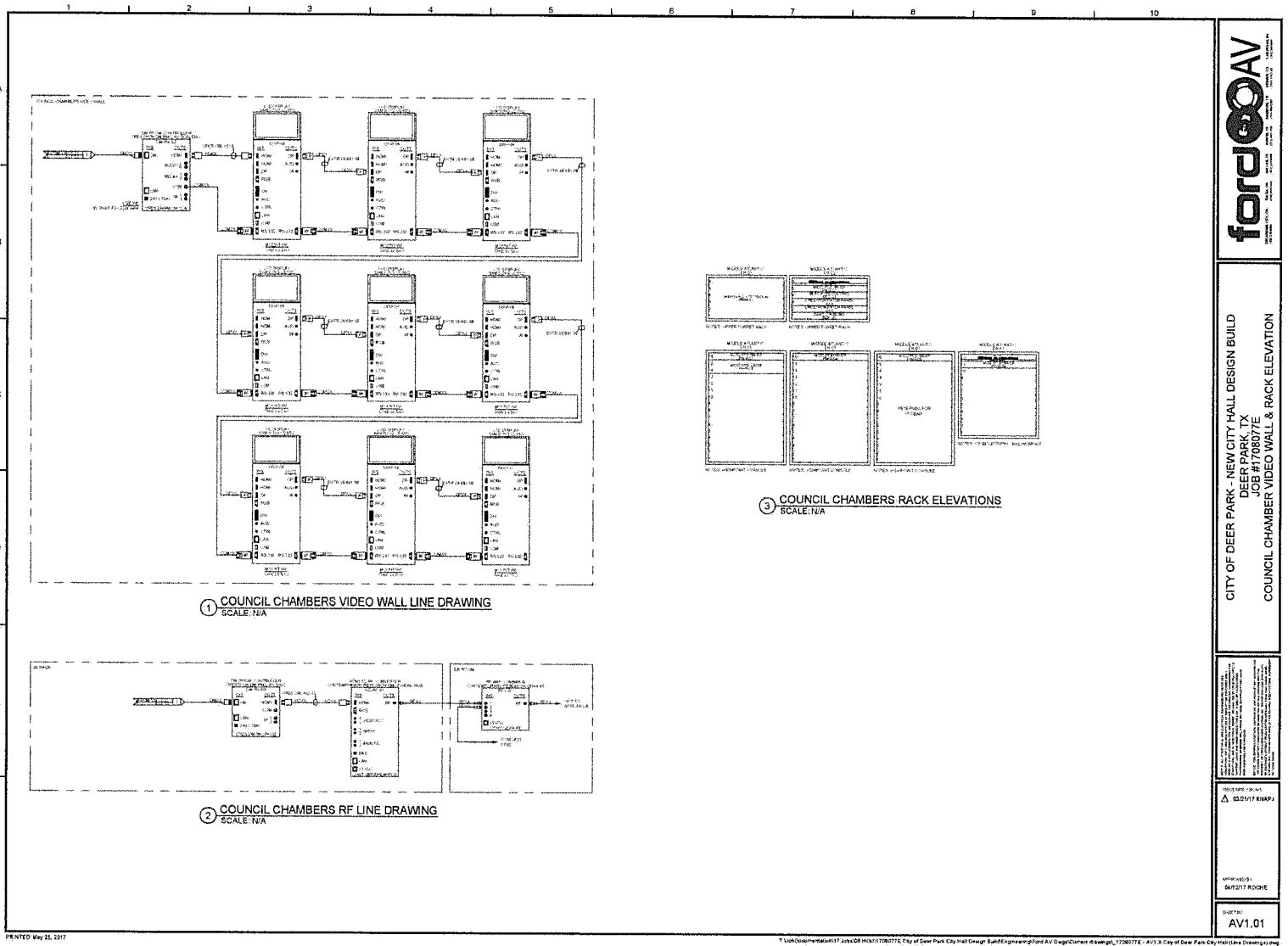


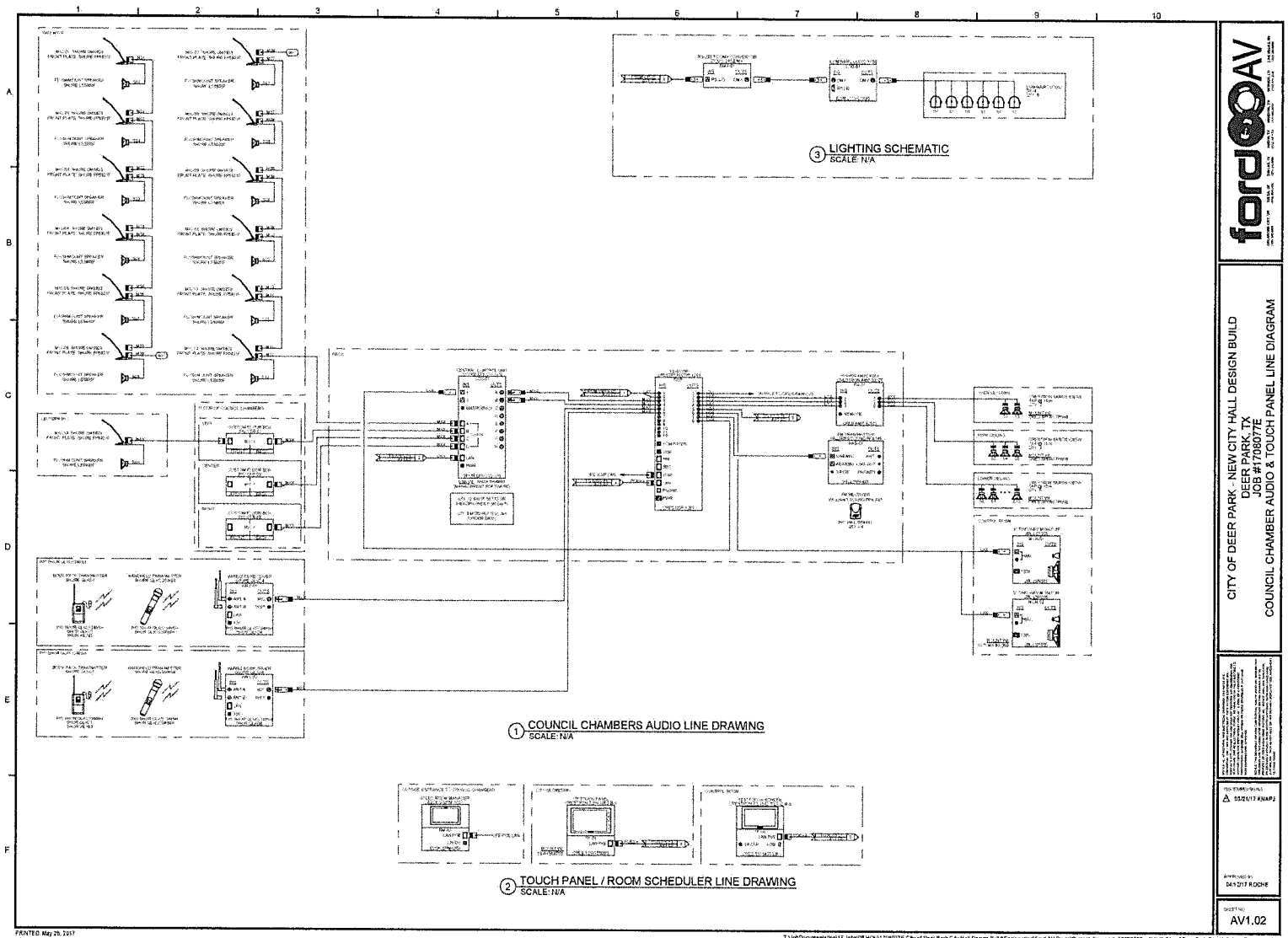
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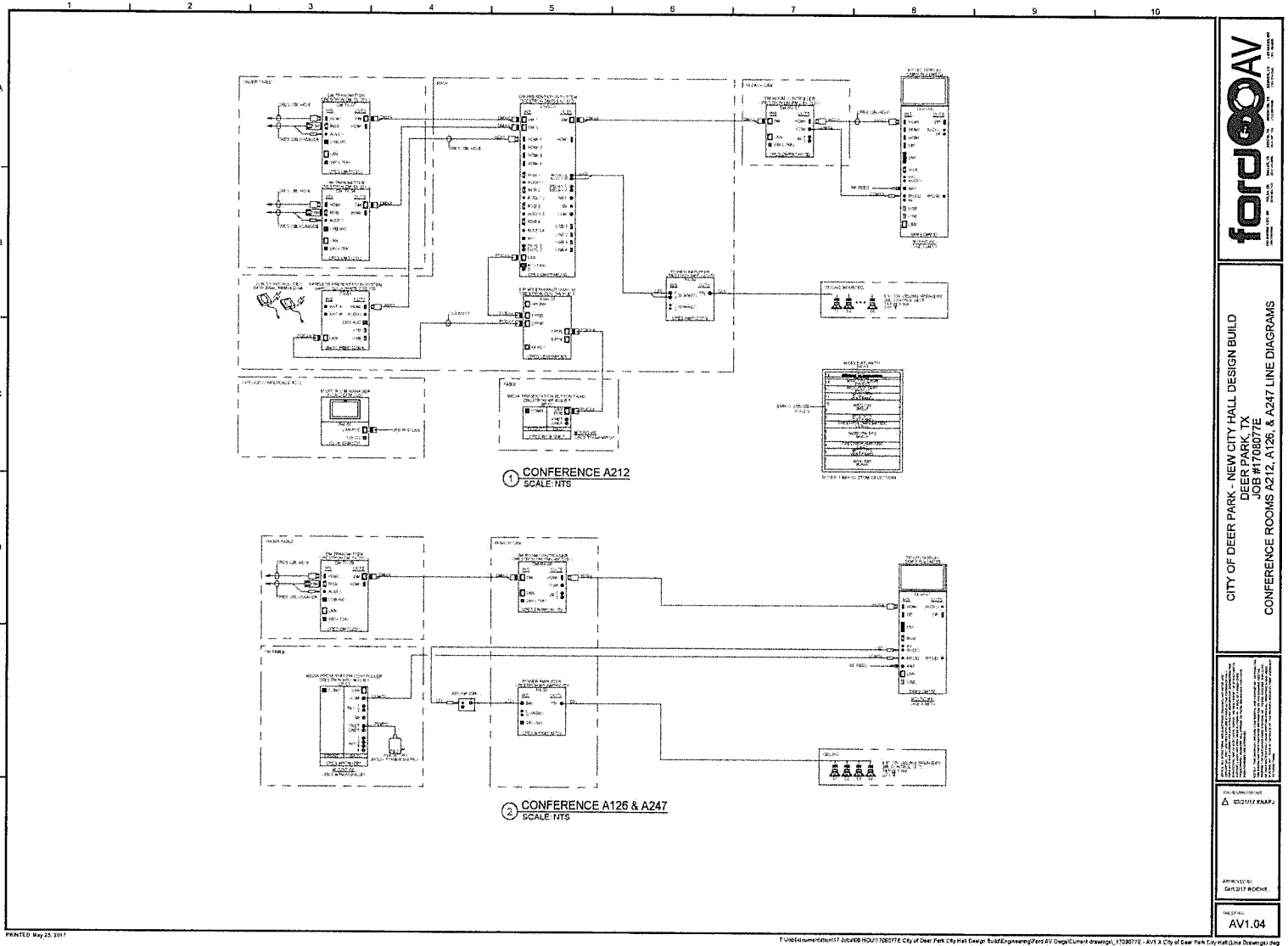
CITY OF DEER PARK - NEW CITY HALL DESIGN BUILD
DEER PARK, TX
COUNCIL CHAMBER VIDEO LINE DIAGRAM (1/2)

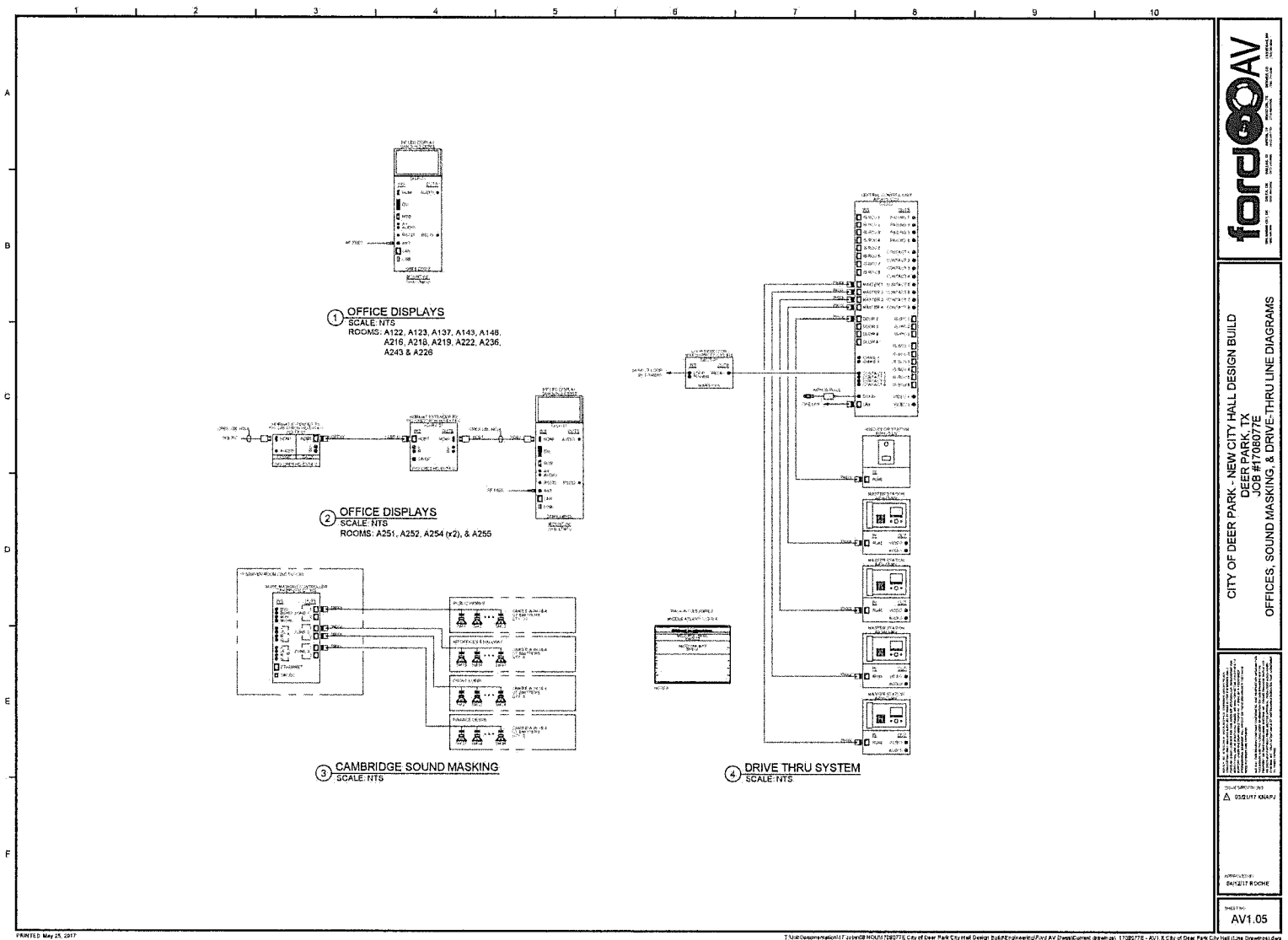
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DESIGNED BY
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AV1.00

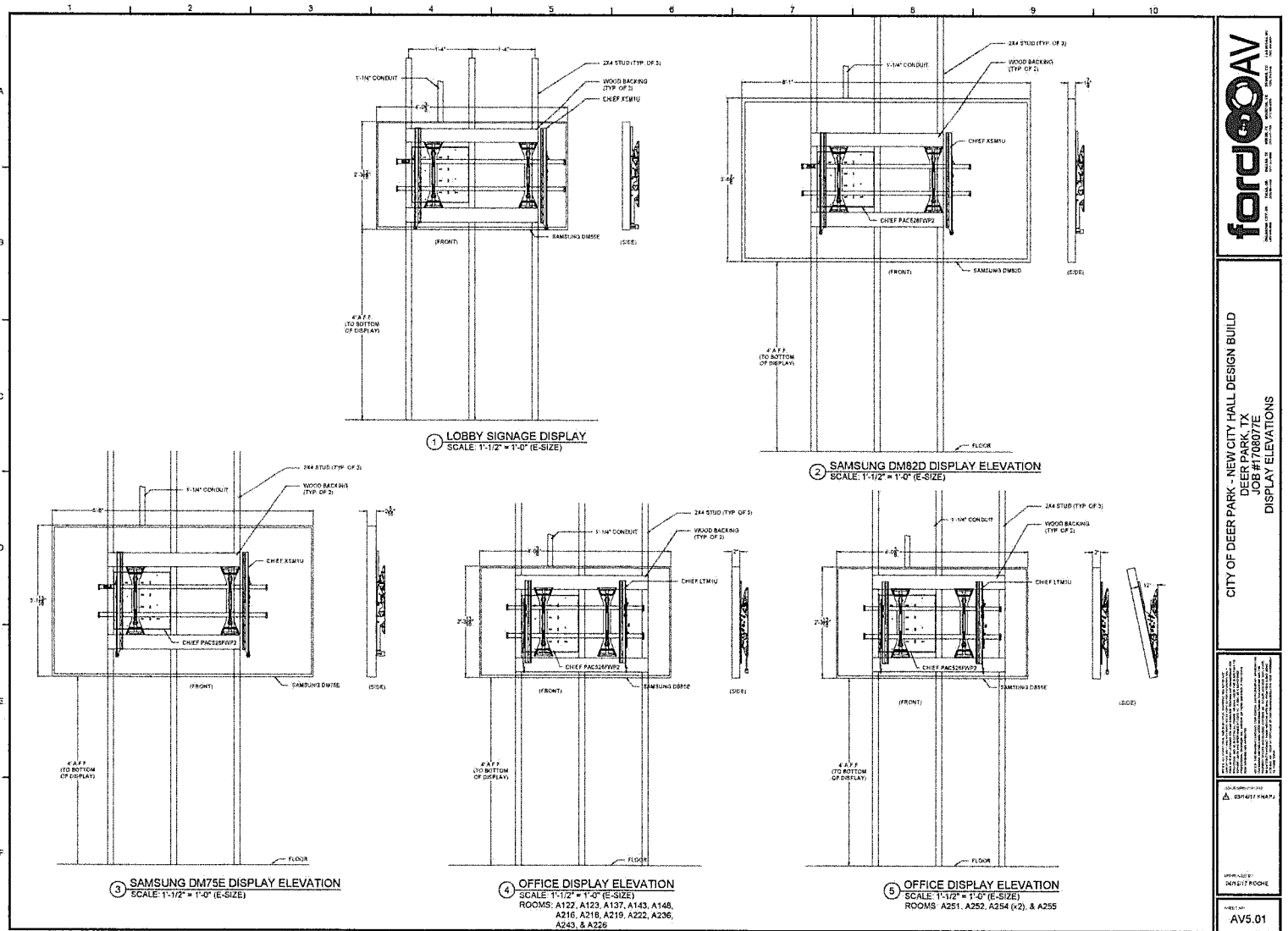






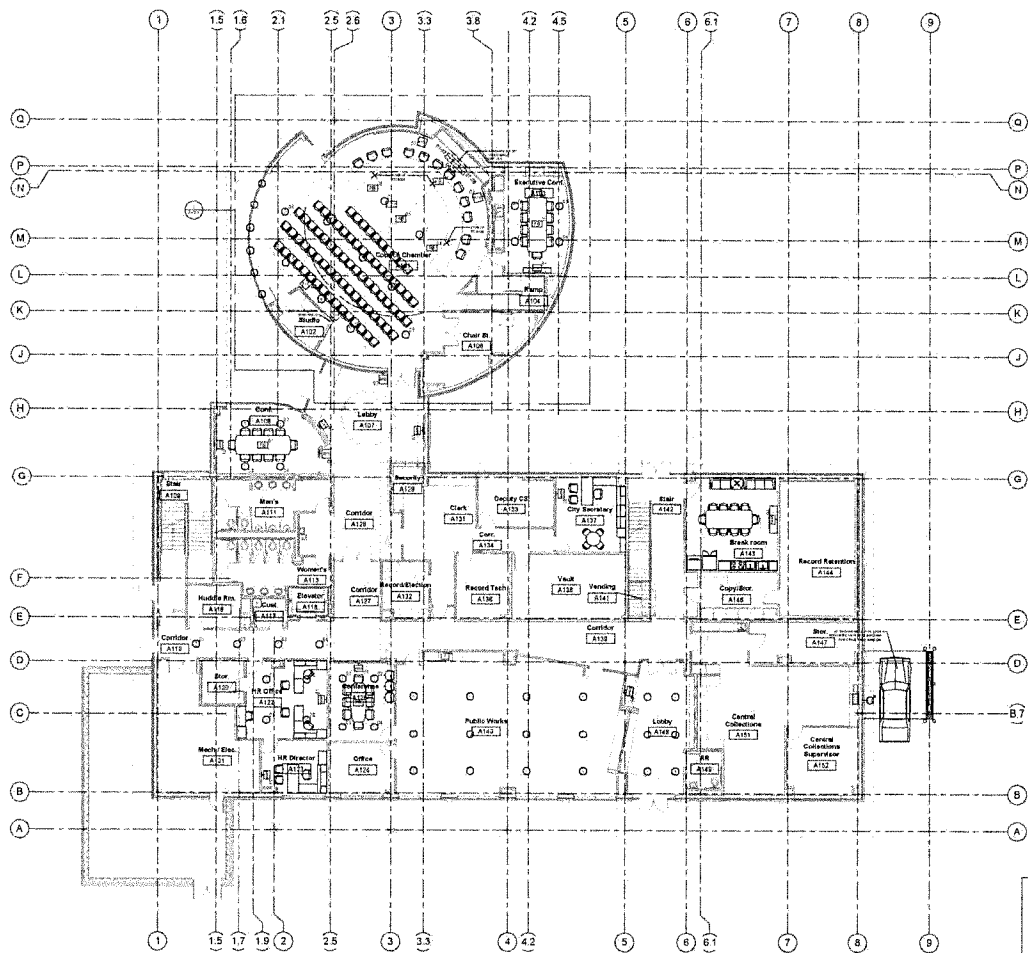








- COUNCIL CHAMBERS DETAIL
REF. AV8.1
- OFFICE DETAILS
REF. AV8.2 & AV8.3
- CONFERENCE ROOM DETAILS
REF. AV8.4
- MISC. DETAILS
REF. AV8.5 & AV8.6



1 LVL 1 FLOOR PLAN (OVERALL)
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CITY OF DEER PARK - NEW CITY HALL DESIGN BUILD
DEER PARK, TX
JOB #1708077E
LVL 1 FLOOR PLAN (OVERALL)

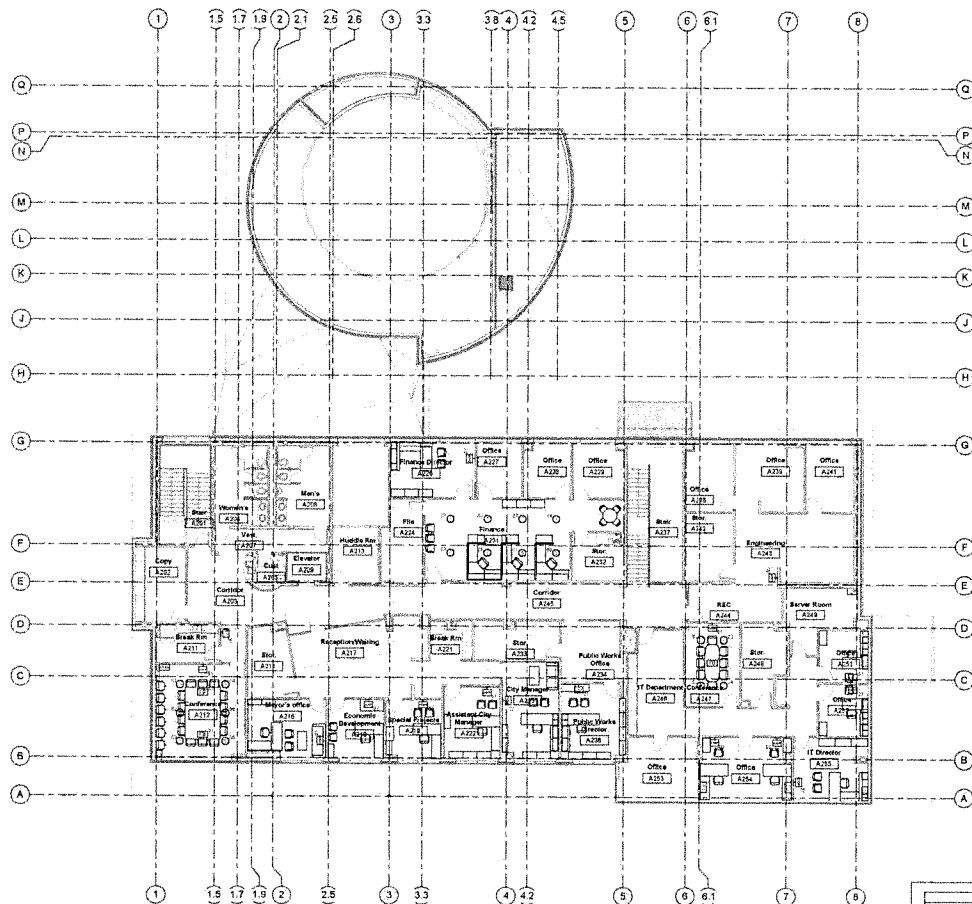
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AV8.0.1

- COUNCIL CHAMBERS DETAIL
REF. AV8.1
- OFFICE DETAILS
REF. AV8.2 & AV8.3
- CONFERENCE ROOM DETAILS
REF. AV8.4
- MISC. DETAILS
REF. AV8.5 & AV8.6



2 LVL 2 FLOOR PLAN (OVERALL)
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Pilih jawaban	
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	<input type="checkbox"/> Salah

ford  **AV**

CITY OF DEER PARK - NEW CITY HALL DESIGN BUILD
DEER PARK, TX
JOB #1708077E
LVL 2 FLOOR PLAN (OVERALL)

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AV8.0.2

