

REVISED April 24, 2023

City of Seabrook  
1700 First Street  
Seabrook, TX 77586

RE: Design/Build of Seabrook City Council Chamber Audio/Visual Project

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. 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 me know if any questions arise. I look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC



Douglas Hill  
Senior Account Manager

FORD AUDIO-VIDEO SYSTEMS, LLC



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Vice President

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**Proposal**  
**For**  
**City of Seabrook, Seabrook, 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 Seabrook, Texas (Customer) in their remodel project:

**1. COUNCIL CHAMBERS AV UPGRADE BASE PROPOSAL**

**a. COUNCIL CHAMBERS AV**

**1) EQUIPMENT RACK**

- a) One (1) existing equipment rack at the dais, along with the obsolete equipment, shall be removed and handed to the Customer.
- b) One (1) 16 RU equipment rack frame shall be provided and installed in the dais cubby to house the AV equipment.
  - i. The Customer is responsible for providing electrical power and required live network connections to the rack location.
- c) One (1) 10-port PoE+ network switch shall be provided and installed in the dais rack for AV and control signal transport and management.

**2) AUDIO SYSTEM**

- a) Four (4) pendant speakers with 6.5” 2-way speakers shall be provided and suspended in the ceiling over the audience in two (2) zones, a front and rear zone, to provide audio reinforcement in the room.
- b) One (1) 80-watt, 70-volt, 4 channel audio amplifier shall be provided and installed in the equipment rack to power the speakers.
- c) One (1) 8 input x 8 output with 8 flex channels digital signal processor (DSP) with control processor shall be provided and installed in the

equipment rack for audio signal routing, equalization, feedback suppression, echo cancellation, and compression as needed.

- d) One (1) solid state audio recorder shall be provided and installed in the equipment rack to allow recording of in-room functions as desired.
- e) Four (4) tri-element pendant microphones shall be provided and installed over the audience seating area at approximately 12-foot elevation to capture audience spoken audio for recording and streaming.
  - i. The audience microphones cannot be routed to the in-room speakers for in-room voice lift.

### 3) VIDEO SYSTEM

- a) The two (2) existing owner furnished equipment (OFE) projectors and screens shall remain and be reused in the base proposal.
- b) The two (2) existing OFE 86" displays mounted on the back wall of the dais shall remain and be reused in the upgrade project.
- c) One (1) 3x1 video presentation switcher shall be provided and installed in the dais rack to provide selected presentation content to the displays. The inputs shall include two (2) OFE computers located on the dais, and the lectern input.
- d) One (1) 2x10 digital media distribution amplifier (DA) with both HDMI and HDBaseT outputs shall be provided and installed in the dais rack to provide presentation content to the destinations desired.
- e) One (1) HDMI input wall plate and encoder shall be provided and installed in the lectern. The output shall be extended to the media switcher.
- f) Five (5) HDBaseT extender transmitter and receiver pairs shall be provided and installed to extend the DA signal to the two (2) OFE projectors, two (2) OFE displays, and the TV Studio.
- g) Four (4) 4K capable with 30x optical zoom lens PTZ cameras with SDI output shall be provided and wall mounted, two (2) on the side walls, one (1) on the front and one (1) on the rear walls, with the precise location to be determined by the Customer in conjunction with Ford. The cameras shall provide cross coverage on the dais, center view of the dais, and a reverse angle of the audience or presentation lectern.

### 4) CONTROL SYSTEM

- a) One (1) control system processor, as part of the provided DSP, shall be utilized to provide control of the AV components.

- b) Three (3) 7” wired touch panels shall be provided, installed, two (2) on the OFE dais, one (1) in the control room, and shall be programmed to control the following:
  - i. Flat panel display – power on/off
  - ii. Projector screen - up/down
  - iii. Projector - power on/off
  - iv. System Volume – up/down/mute
  - v. Audio Recorder – Record start/stop
  - vi. Source Selection – cable cubby input, wireless presentation device, Blu-ray player
  
- 5) REMOTE MONITORING AND MAINTENANCE
  - a) One (1) low profile computer with system monitoring software shall be provided, installed in the equipment rack, and monitor the networked AV systems. Ford shall notify the Customer if a system error is detected, and shall take maintenance action only after contact with the Customer.
    - i. The first year of remote monitoring and maintenance is included in this project. Additional years are invoiced annually.
  
- b. MEDIA CONTROL ROOM
  - 1) EQUIPMENT RACK
    - a) One (1) 8-port PoE+ network switch shall be provided and installed in the control room for AV and control signal transport and management. Ford shall shelf mount the rack in a location to be determined by Ford in conjunction with the Customer.
  
  - 2) AUDIO SYSTEM
    - a) Two (2) 4” 2-way near field monitors shall be provided and installed to the output of the video mixer to monitor the room audio.
  
    - b) One (1) output from the Ford provided DSP shall be connected to the Ford provided video switcher, listed below, to provide council Chamber audio for the media mix. Control of the mix shall be by OFE PC operating DSP software, or by OFE iPad with DSP software.
  
  - 3) VIDEO SYSTEM
    - a) One (1) 8-input SDI video switcher shall be provided and installed in the control room, being placed on the OFE desk, to switch camera and

presentation content for recording, streaming the overflow viewing. The inputs shall include the four (4) Ford provided PTZ cameras and the presentation content from the council chambers. The media switcher has storage for on-board graphics and motion clips. Specifications are included on the product cut-sheet.

- i. Additional inputs for OFE computer graphics are available but not accommodated in this proposal.
  - b) The two (2) 24" displays shall be connected to the outputs of the video switcher. One (1) display shall be connected to the HDMI output for Multi-view, and one (1) display shall be connected to the program output.
  - c) One (1) SDI to live streaming converter shall be provided and installed to encode the program video output to H.264 for web streaming as desired.
    - i. The Customer is responsible for providing the necessary network connections and content delivery network (CDN).
  - d) One (1) SDI Media recorder shall be provided and installed to record the program video output.
  - e) One (1) PTZ camera controller shall be provided and placed on the OFE production desk, to control the four (4) provided PTZ cameras, and recall presets.
  - f) One (1) HDMI to SDI cross converter shall be provided and installed to convert the presentation content from HDMI to SDI, from the output of the HDBaseT extender previously described.
- c. LOBBY AUDIO VIDEO UPGRADE
- 1) LOBBY VIDEO WALL
    - a) Ford shall subcontract the removing of the Council Chambers lobby sliding window, walling in the opening, and providing power to the lobby side of the wall. Sufficient wall back will be included to all the mounting of a display.
    - b) One (1) 86" display shall be provided and wall mounted on the lobby wall to display Customer created content.
    - c) One (1) SDI cable shall be provided and installed from the media control room to the 86" display. One (1) SDI to HDMI cross converter shall be provided and installed behind the display to allow presentation of video sourced from the media switcher.
    - d) One (1) HDMI extender pair shall be provided and installed to extend media from the existing OFE Queuing PC to the lobby display.

2) LOBBY AUDIO

- a) Two (2) 6.5", 2-way, loudspeakers shall be provided, installed in the hard-ceiling of the lobby, and connected to the previously specified amplifier to provide audio to the overflow or waiting area as desired.

d. COUNCIL CHAMBERS PAINTING

1) ROOM PAINTING

- a) Ford shall subcontract the painting of the Council chambers room to refresh the paint, up to two-coats, using Sherwin Williams paint to improve the media presentations in the room. The specific color shall be determined by the Customer.

e. COUNCIL DAIS RE-STAIN

1) DAIS STAINING

- a) Ford shall subcontract the sanding of the current dais, and the preparation and application of a new stain. The Customer shall select the stain color desired.

Neither Ford or the Subcontractor can make any guarantees on the finished product on the pre-existing build as neither party can ensure the craftsmanship of the dais desk. The color of the wood beneath the current stain could vary, and this may affect the outcome. No craftsmanship flaws, if found, are covered under this agreement.

2. OPTIONAL 2 YEARS EXTENDED WARRANTY AND PM FOR THREE (3) YEARS TOTAL

a. WARRANTY

- 1) Ford shall extend the system warranty for an additional two (2) years beyond the first year as described in this agreement, for a total of three (3) years.

b. PREVENTATIVE MAINTENANCE

- 1) Ford shall provide annual preventative maintenance for an additional two (2) years beyond the first year as described in this Agreement at an annual rate.

3. ON-DAIS VIDEO DISPLAYS NOT TO EXCEED

a. VIDEO DISPLAYS

- 1) Five (5) 24" lay-flat displays shall be provided and installed, one (1) between every two (2) seated positions, enabling the dais positions to share a single screen, eliminating the need to view presentation content on the projector screen or rear-wall mounted display. All five (5) displays shall show the same content.

- 2) One (1) 1x8 HDMI distribution amplifier shall be provided and installed to distribute presentation content to the displays.
4. COUNCIL HOUSE LIGHTING NOT TO EXCEED
  - a. HOUSE LIGHTING
    - 1) Ford shall subcontract the removal and replacement of the current house lighting, as requested by the Customer, to resolve the varied color temperature issue.

The type and style of lighting shall be determined by the Customer. Until that time, a solid quotation cannot be provided. However, based on reasonable assumptions, the existing fixtures will be removed and handed to the Customer. 20-25 new LED fixtures will be provided and installed to illuminate the space in even color temperature and lumens.
5. AV REMOTE MONITORING AND MANAGEMENT (AVRMM)
  - a. Ford shall provide remote monitoring, management, and support, for network-accessible AV systems and equipment in this proposal. One or more remote monitoring appliance(s) will be placed on the Customer's premise. The Customer must provide a remote network access method to the monitoring appliance(s) and provided site personnel, to collaborate with Ford remote-support during hours of service, 8:00 am to 5:00 pm, CST, Monday through Friday.
  - b. Dispatched service, out of warranty, will be invoiced separately after approval by the Customer.
  - c. A separate agreement is required for the AVRMM service. If selected, Ford will present the AVRMM agreement for execution. Monitoring for the first year is included with the installation agreement. Monitoring fees begin at the expiration of the year one warranty.
6. 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 Representative, or their designee, must be available to review the *User Interface* (UI) submittal, provided by Ford. Review and approval in a timely manner is important to project execution and completion. Two (2) design reviews and revisions are included in this proposal. Additional revisions or failure to return the UI submittal within seven (7) business days of receipt, may result in a change order requiring additional funds to complete the project.
  - c. 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.

- d. 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.
- e. Existing or Customer provided conduit and raceway must be in good condition for use and be sized appropriately for the requirements of the project.
- f. 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.

- g. Providing and preparing adequate space for the location of all equipment included in the system. In the event AV equipment is installed in a finished ceiling or wall, the Customer is responsible for the refinishing.
- h. 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.
- i. 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.
- j. 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.
- k. Ford is not licensed for and does not perform any electrical, structural, or mechanical engineering; in addition, Ford does not provide carpentry, painting, masonry, ceiling, or carpet laying work.
- l. The Customer shall advise Ford in writing prior to signing a contract agreement regarding the existence of asbestos in any area that Ford may be required to work. The Ford safety policy does not allow any employee to perform work if any asbestos hazard exists. If asbestos is detected, Ford employees will be removed from the location until the location can be made safe in compliance with OSHA standard (1926.1101). Any incurred expenses related to the stoppage of work will be the responsibility of the Customer.



7. FORD SHALL BE RESPONSIBLE FOR:
- a. Providing line drawings for systems and equipment manuals electronically at no cost
  - b. Fabrication and installation of audio and video systems
  - c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio, video, and control systems
  - d. Installation of low voltage audio and 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

8. 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 will renew and be billed in advance on an annual basis unless the Customer notifies Ford of its intent to cancel. The Customer may cancel at any time prior to the work being performed. PM visits are subject to adjustments based on the age of the equipment and Ford's labor cost.
- 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 will provide system drawings, purchase and fabricate equipment, program control software, and do in-shop testing. The in-shop work will take approximately eight (8) to ten (10) weeks prior to the beginning of the actual installation at the Customer's facility. Ford estimates the actual on-site installation, test out, and commissioning of this project will take two (2) weeks. The total time required to complete the project is approximately twelve (12) weeks from agreement execution. The completion of Ford's work depends upon the facility being secure, dust-free, air-conditioned,

and quiet. Due to the ongoing presence of the Covid 19 virus and delays in the equipment supply chain, delays in the scheduled installation of AV systems can occur. Ford will keep you informed if scheduling changes become necessary.

2. For Ford to meet the above completion schedule, it is important the Customer warrants there are no interruptions in the availability of the job site for Ford to perform its work. Additionally, a failure of the Customer to respond timely to Ford's written requests for information or Customer-approval of submittals will delay the project. Ford schedules its work force weeks in advance in order to meet installation completion dates. The Customer shall notify Ford's Project Manager in the event the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

**D. EQUIPMENT LIST**

**CITY COUNCIL BASE**

Quantity	Description	Price	Extension
1,000.00	BELD.1695A WIRE,RG6/U,#18,75OHM,PLEN,CATV	1.21	1,210.00
1.00	CHIE.KWS220B MOUN,WALL MT, ARRAY, SINGLE AR	288.00	288.00
33.00	CABLES & CONNECTORS	29.00	957.00
21.00	MOUNTING HARDWARE	29.00	609.00
16.00	RACK HARDWARE	16.00	256.00
4.00	SMALL SPEAKER SUPPORT	12.00	48.00
80.00	SURFACE WIRE RACEWAY	4.00	320.00
16.00	WIRE MANAGEMENT	29.00	464.00
1.00	FSR.18260 3'-6' SNAP STICK W/PWR & DATA	377.00	377.00
4.00	LUME.VC-WM12W WALL/CEILING PTZ CAM MNT-WHT	136.00	544.00
1.00	MIDD.5-RS20 ACCE,RACK,SLIM 5 RUNNER	35.00	35.00
1.00	MIDD.CFR-16-20 RACK,16SP,CABINET,FRAME,20D	318.00	318.00
1.00	MIDD.PD-915R POWE,9OUT,15A,RCKMT,POWER STR	116.00	116.00
500.00	WEST.25225B WIRE,2C,16G,PLENUM,GRAY	.23	115.00
1,000.00	WEST.254246AFBK WIRE,4PR,CAT6A,F/UTP,PLN,SH	.64	640.00
1.00	CLEA.930620041W MIC DANTE MIC ARRAY BUNDLE QT4	3,599.00	3,599.00
1.00	DENO.DN300RMKII RECO,SD/USB AUDIO RECORDER	271.00	271.00
1.00	JBL.104SETBTUS SPEA,DESKTOP REFERENCE MONITOR	185.00	185.00
4.00	JBL.C67HC/T-WH SPEA,NARRW COV,PENDANT, WHITE	339.00	1,356.00
1.00	LEAP.CONNECT84 AMP,4CH X80WATT@4,8OHM;70V	983.00	983.00
1.00	QSC.CORE110F-V2 8X8X8 W/ DANTE/USB/POTS+VOIP	2,941.00	2,941.00
1.00	AVPR.ACXMF62AU 6IN2OUT AV MTRX HDMI/VGA/HDBAS	905.00	905.00
1.00	AVPR.ACXWPHDMT HDMI WALL PLATE TRANSMITTER 4K	387.00	387.00
1.00	AVPR.ACDA210HDB 2X10 HDMI/HDBT VIDEO DIST AMP	2,199.00	2,199.00
5.00	AVPR.ACEX70UHDR RECE,HDBT,CAT6,RX ONLY	180.00	900.00
1.00	BLAC.BDLKWEBPTR VIDE,WEB STREAM ENCODER	485.00	485.00
1.00	BLAC.HYPERD/STD HYPERDECK STUDIO HD MINI	480.00	480.00
1.00	BLAC.SWATEMTV4K ATEM TELEVISION STUDIO PRO 4K	2,819.00	2,819.00
2.00	DECI.MD-HX CROSS-CONVERTER/SCALER/RATE CO	323.00	646.00
2.00	LG.24BK750Y-B DISP,24",1920X1080,MONITOR	352.00	704.00
3.00	LUME.VC-A51PW CAME,PTZ,1080P,HDMI,3G-SDI,20X	1,801.00	5,403.00
1.00	LUME.VC-A61PW CAME,PTZ, 4K, 30X OPTCL ZOOM	2,130.00	2,130.00
1.00	LUME.VS-KB30 ACCE,CONTROLLER,IP,CAMERA,PTZ	1,266.00	1,266.00
1.00	CRES.ADPTUSBENE ACCE, USB TO ETHERNET ADAPTER	33.00	33.00

1.00	DELL.2003091-01 COMP,OPTIPLEX,7000,MICRO	1,233.00	1,233.00
1.00	NETG.GSM4212P10 12PORT,MANG,M4250-10GPOE+	804.00	804.00
1.00	NETG.GSM4230P10 DATA,24P,POE+,300W,2P,4SFP	1,942.00	1,942.00
1.00	QSC.SLQSE110P SCRIPTING ENGINE LICENSE	327.00	327.00
1.00	QSC.SLQUD110P UCI DEPLOYMENT LICENSE	158.00	158.00
1.00	QSC.TSC-101-G3 DISP.TOU,CONTROL,10.1" POE	2,235.00	2,235.00
2.00	QSC.TSC-70-G3 DISP.TOU,CONTROL,7",POE	1,345.00	2,690.00
3.00	QSC.TSC-710T-G3 TABLE TOP MNTG ACC FOR TSC	321.00	963.00
2.00	OFE USER PC	.00	.00
			Sub Total 44,341.00

LOBBY

Quantity	Description	Price	Extension
250.00	BELD.1695A WIRE,RG6/U,#18,75OHM,PLEN,CATV	1.21	302.50
1.00	CHIE.CSSLP15X10 MOUNT,STORAGE PANEL, SLIDING	144.00	144.00
4.00	CABLES & CONNECTORS	29.00	116.00
2.00	MOUNTING HARDWARE	29.00	58.00
2.00	SMALL SPEAKER SUPPORT	12.00	24.00
2.00	WIRE MANAGEMENT	29.00	58.00
2.00	JBL.CONTROL47CT SPEA,6.5",CEILING	236.00	472.00
1.00	AVPR.ACEX70UHDK 4K HDBASET EXT LAN,RS232,IR	348.00	348.00
1.00	CHIE.XTM1U MOUN,TILT FOR 55-85" DISPLAY	305.00	305.00
1.00	DECI.MD-HX CROSS-CONVERTER/SCALER/RATE CO	323.00	323.00
1.00	LG.86UR640S9UD DISP.TV,86"4K,UHD,330NIT	2,588.00	2,588.00
1.00	GLOB.IP2SL-P ADAP,ITACH, IP TO RS232, POE	138.00	138.00
			Sub Total 4,876.50

INTEGRATION SERVICES

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY	63,939.00	63,939.00
			Sub Total 63,939.00

Merchandise:	49,217.50
Integration:	63,939.00
Other:	.00
Freight:	.00
Sales Tax:	.00
Total Amount: 113,156.50	

**OPTIONAL 2 YEARS EXTENDED WARRANTY AND PM FOR THREE (3) YEARS TOTAL**

Quantity	Description	Price	Extension
	EXTENDED WARRANTY YEARS 2 AND 3	5,498.61	5,498.61
	PREVENTATIVE MAINTENANCE YEARS 2 AND 3	4,515.20	4,515.20
	<b>Sub Total</b>		<b>10,013.81</b>
	<b>Merchandise:</b>		<b>.00</b>
	<b>Integration:</b>		<b>10,013.81</b>
	<b>Other:</b>		<b>.00</b>
	<b>Freight:</b>		<b>.00</b>
	<b>Sales Tax:</b>		<b>.00</b>
	<b>Total Amount:</b>		<b>10,013.81</b>

**E. COST SUMMARY AND TERMS**

**PROPOSED TOTALS:**

- 1. CITY COUNCIL BASE:** \$113,156.50
- 2. 2 YEARS EXTENDED WARRANTY AND PM FOR THREE (3) YEARS TOTAL** \$10,013.81
- 3. OPTIONAL ON-DAIS VIDEO DISPLAYS NOT TO EXCEED:** \$8,392.00
- 4. OPTIONAL COUNCIL HOUSE LIGHTING NOT TO EXCEED:** \$9,829.69
- 5. OPTIONAL AVR M:** \$81.00 (per month)

**TAXES:** No taxes have been included in the project 'Total Amount,' unless specifically showing on the 'Sales Tax' line. 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:** Customer shall issue a purchase order in accordance with the terms and conditions of this proposal.

Ford shall issue monthly progress invoices.

All invoices are due Net 10.

**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 enclosed contract signed by the Customer and/or a Customer provided and Ford approved purchase order that specifically accepts and includes ALL terms and conditions outlined in this proposal, along with any payment terms and provisions included in this proposal before the agreement will be considered fully accepted and executed by Ford. Receipt of the above-mentioned documents and payments is a condition precedent to Ford's obligation to perform any work contemplated under this contract, 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-SOLICITATION:**

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.

**2. STANDARD WARRANTY**

a. Equipment and installation provided by Ford in this proposal will be free of defects and will be repaired or replaced, 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.

- b. Equipment and materials provided by Ford that were manufactured by other companies will be warranted under the warranty terms of the original manufacturer.
- c. 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.).
- d. 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.
- e. 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.
- f. 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 without prior approval from Ford.

- g. 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.
- h. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system, or changes to the Software performed by personnel not authorized by Ford during the warranty period. Doing so will invalidate the warranty.
- i. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.

3. 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 courtesy 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. One (1) copy 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 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 Seabrook who are authorized to accept the system as complete and make final payment.

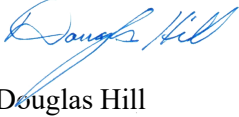
This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

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: [hilled@fordav.com](mailto:hilled@fordav.com)  
Website: [www.fordav.com](http://www.fordav.com)

## SYSTEM INSTALLATION AGREEMENT

Between

CITY OF SEABROOK

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that City of Seabrook and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of **\$113,156.50**, for the purchase and installation of equipment and services described in the attached proposal.


<b>2 YEARS EXTENDED WARRANTY AND PM FOR THREE (3) YEARS TOTAL:</b>	\$10,013.81	Customer Accepts
<b>OPTIONAL AVR (per month):</b>	\$81.00	Customer Accepts
<b>OPTIONAL ON-DAIS VIDEO DISPLAYS NOT TO EXCEED:</b>	\$8,392.00	
<b>OPTIONAL COUNCIL HOUSE LIGHTING NOT TO EXCEED:</b>	\$9,829.69	

City of Seabrook 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.

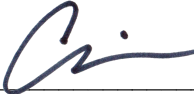
We do both agree to abide by the terms and conditions of this Agreement.

FORD AUDIO-VIDEO SYSTEMS, LLC

CITY OF SEABROOK

  
\_\_\_\_\_  
Douglas Hill  
Senior Account Manager

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Chris Ford, E.E.  
Vice President

\_\_\_\_\_  
Printed Name and Title