

REVISED February 14, 2023

Mr. Jeff Ammerman
City of Galveston
823 Rosenberg
Galveston, TX 77553

RE: Conference Room 204 – Council Chambers

Dear Mr. Ammerman:

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 #644-21**. 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

James D Cypert

James Cypert
Account Manager

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

FORD AUDIO-VIDEO SYSTEMS, LLC



Scott Abbott
Senior Vice President

Proposal
For
City of Galveston, Galveston, 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 Galveston of Galveston, TX (Customer) in their remodel project:

1. SUB CHAMBER ROOM 204

a. EQUIPMENT RACK

- 1) One (1) 19-space equipment rack with fans, power distribution, an uninterruptible power supply (UPS), and a padded drawer shall be provided and installed on the wall in the AV closet to house the AV equipment.
 - a) The Customer is responsible for providing electrical power and a live network drop to the rack location.

b. AUDIO SYSTEM

- 1) Six (6) 6.5” 2-way speakers shall be provided and installed in the drop ceiling over the audience seating area for audio reinforcement.
- 2) One (1) 4-channel, 60-watt, audio amplifier shall be provided and installed in the equipment rack to power the speaker.
- 3) One (1) 12-input x 8-output digital signal processor (DSP) shall be provided and installed in the equipment rack for audio signal routing, equalization, feedback suppression, and audio compression as needed.
- 4) Eight (8) wireless boundary microphones with individual ‘mute’ buttons shall be provided and placed on conference table for voice amplification through the in-room ceiling speakers located over the audience approximately 20’ from the table.
 - a) NOTE: The Customer has communicated to Ford that the HVAC unit located below the floor is creating an ongoing sound when operating that is audible in the conference room. Therefore, capturing the audio to

overcome this noise is difficult. Ford has chosen the best solution to capture voices at the conference table considering the audio interference from the HVAC unit.

- 5) One (1) eight-station charging base shall be provided and placed on an existing table for charging the batteries in the wireless microphones.
- 6) One (1) wireless access point antenna shall be provided and installed in the ceiling for connection of the wireless microphones to the audio system.
- 7) One (1) lavalier microphone system shall be provided to be used for voice amplification of a single individual through the in-room ceiling speakers.
 - a) The receiver shall be installed in the rack.
 - b) The belt pack transmitter and lavalier mic shall be handed to the Customer.
- 8) Two (2) wireless handheld microphone systems shall be provided for voice amplification through the in-room ceiling speakers.
 - a) The receivers shall be installed in the rack and the microphones shall be handed to the Customer.

c. CONTROL SYSTEM

- 1) One (1) touchscreen, all-in-one PC with software installed to control audio shall be provided and installed in the main chamber control room to allow the following functions:
 - a) Microphone volume: up/down
 - b) Master mute control
- 2) One (1) mute button shall be provided and installed on the wall near the conference table for audio control.
- 3) One (1) 10-port PoE+ switch shall be provided and installed in the equipment rack to power the audio controller and to allow for communication between connected devices.

2. 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. Existing or Customer provided conduit and raceway must be in good condition for use and be sized appropriately for the requirements of the project.
- e. **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.
- f. Providing and preparing adequate space for the location of all equipment 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 AV equipment is installed in a finished ceiling or wall, the Customer is responsible for the refinishing.
- 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, structural, or mechanical engineering; in addition, Ford does not provide carpentry, painting, masonry, ceiling, or carpet laying work.
- k. 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.

3. FORD SHALL BE RESPONSIBLE FOR:

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

4. 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 three (3) days. The total time required to complete the project is approximately eleven (11) 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

SUB CHAMBERS BuyBoard Contract #644-21

Quantity	Description	Price	Extension
1.00	CHAT.11900-736 18U WALL MNT RACK PLEXI DOOR	1,147.00	1,147.00
10.00	CABLES & CONNECTORS	29.00	290.00
6.00	MOUNTING HARDWARE	29.00	174.00
19.00	RACK HARDWARE	12.00	228.00
6.00	SMALL SPEAKER SUPPORT	12.00	72.00
5.00	WIRE MANAGEMENT	29.00	145.00
1.00	MIDD.D3 RACK,3 SPACE (5 1/4") RACK DRA	168.00	168.00
1.00	MIDD.FI-3 ACCE,INSERT,3 SPACE CUSTOM FOA	38.00	38.00
1.00	MIDD.PD-915R POWE,9OUT,15A,RCKMT,POWER STR	116.00	116.00
500.00	WEST.254246EZBK 4P,23G,SLD,CAT6,PLNM,BLACK	.29	145.00
1,000.00	WEST.25225B WIRE,2C,16G,PLENUM,GRAY	.23	230.00
1.00	AUDI.ATW1311/L MIC,WIRELESS LAV MIC SYSTEM	822.00	822.00
1.00	BIAM.AMP-A460H AMP,4 CHAN,60W,HALF RACK	582.00	582.00
6.00	BIAM.C-IC6 SPEA,6.5",2-WAY,CEILING,8 OHM	129.00	774.00
1.00	BIAM.TESFORDAVT 12X8 DSP W/DANTE VOIP POTS USB	2,765.00	2,765.00
1.00	YAMA.RM-WAP8 RM ACCESS POINT FOR 8 MICS	3,523.00	3,523.00
1.00	YAMA.RM-WCH8 WIRELESS MIC CHARING BASE	736.00	736.00
8.00	YAMA.RM-WDR WIRELESS DIRECTIONAL TABLE MIC	462.00	3,696.00
1.00	BIAM.TEC-1S ACCE,REMOTE,POE ETHERNET SURFA	412.00	412.00
1.00	NETG.GSM4212P10 12PORT,MANG,M4250-10GPOE+	588.00	588.00
1.00	DELL.CUSTOM1 DELL LATITUDE 7320 DETACHABLE	1,342.00	1,342.00
1.00	CRES.ADPTUSBENE ACCE, USB TO ETHERNET ADAPTER	33.00	33.00
1.00	APC.SMT1500RM2UC UPS,1440VA,980W,2RU,SMARTU	938.00	938.00
2.00	AUDI.ATW-1302 DYNAMIC HH MICROPHONE SYSTEM	502.00	1,004.00
			=====
		Sub Total	19,968.00

INTEGRATION SERVICES BuyBoard Contract #644-21

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY	19,540.00	19,540.00
		Sub Total	19,540.00
		Merchandise:	19,968.00
		Integration:	19,540.00
		Other:	.00
		Freight:	.00
		Sales Tax:	.00
		Total Amount:	39,508.00

E. COST SUMMARY AND TERMS

PROPOSED TOTAL: \$39,508.00

PREVENTATIVE MAINTENANCE: \$632.00

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: The Customer shall issue a purchase order in accordance with the terms and conditions of the **BuyBoard Contract #644-21**.

100% invoiced upon completion.

All invoices are due Net 30.

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.

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 Galveston 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

James Cypert
Account Manager

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

SYSTEM INSTALLATION AGREEMENT

Between

CITY OF GALVESTON

AND

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that City of Galveston and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of \$39,508.00, for the purchase and installation of equipment and services described in the attached proposal.

PREVENTATIVE MAINTENANCE: \$632.00 _____
Customer Accepts

City of Galveston 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 GALVESTON

James Cypert
Account Manager

Authorized Signature

Scott Abbott
Senior Vice President

Printed Name and Title

Date

Date