

Agenda Item #: V-F

Meeting Date: July 27th, 2020

Subject: Resolution 20-67 approving an expenditure to Ford AV in the amount of \$61,938.03 for City Hall audio/video equipment.

Presenter: Jordan Eiche, Assistant City Manager

Background: At the June 22nd regular City Council meeting, Council approved Resolution 20-54, which authorized an expenditure of \$45,000 for City Hall audio and video equipment. At that time, staff had received two AV equipment proposals from vendors to outfit the Council Chambers, the old library room, and the basement conference room with upgraded AV equipment that would facilitate hybrid virtual/on-site Council meetings (including work sessions and executive sessions).

Since that time, Ford AV has provided a proposal for equipment as well. Ford's proposal is very strong, and staff recommends selecting it. The cost thereof, however, is higher than the \$45,000 that Council authorized toward the AV equipment, primarily due to the fact that Ford's proposal includes AV upgrades for the old library room (which will serve as executive session chambers until the new annex building is completed) as well as the basement conference room. The equipment included in Ford's proposal will be transferable to the new Council Chambers and executive session chambers in the new annex building.

Recommended Action: Approval of Resolution 20-67.

RESOLUTION NO. 20-67

A RESOLUTION APPROVING AN EXPENDITURE TO FORD AV IN THE AMOUNT OF \$61,938.03 FOR CITY HALL AUDIO/VIDEO EQUIPMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:

Section 1. The proposal by and between the City of Dacono and Ford AV for City Hall audio/video equipment is hereby approved in essentially the same form as the copy of such proposal accompanying this resolution. The City Council hereby authorizes the expenditure of the funds as necessary to meet the terms and obligations of the proposal.

Section 2. The Mayor is hereby authorized to sign the proposal and is further authorized to negotiate and approve on behalf of the City such revisions to the proposal as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the proposal are not altered.

INTRODUCED, READ, and ADOPTED this 27TH day of July, 2020.

CITY OF DACONO, COLORADO

Joe Baker, Mayor

ATTEST:

Valerie Taylor, City Clerk

July 15, 2020

Mr. Jordan Eiche
City of Dacono
512 Cherry Street
Dacono, CO 80514

RE: Dacono City Hall AV Upgrades

Dear Mr. Eiche:

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



Joseph Cervone
Account Manager

Voice: 720-374-2345
Email: cervj@fordav.com
Website: www.fordav.com

FORD AUDIO-VIDEO SYSTEMS, LLC



Glenn Booth
Division Manager

Proposal
For
City of Dacono, Dacono, CO

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 Dacono of Dacono, Colorado (Customer) in their remodel project:

1. CITY COUNCIL CHAMBER

a. EQUIPMENT RACK

- 1) One (1) owner furnished equipment (OFE) 8-space equipment rack with four (4) open spaces and power distribution shall be utilized to house the additional equipment in the upgraded AV system.
 - a) The Customer is responsible for providing electrical power and a live network drop to the rack location.

b. AUDIO SYSTEM

- 1) The OFE audio mixers shall be used as the sources for line-out audio feeds to the video mixer to provide embedded audio to the video system.
- 2) Four (4) 4" two-way speakers shall be provided and installed in the ceiling for audio reinforcement.
- 3) One (1) 250w, 4-channel audio amplifier shall be provided and installed in the OFE rack to power the new speakers and the two (2) OFE speakers located over the audience.
- 4) One (1) 8-in by 8-out with 8-flex channel digital signal processor (DSP) shall be provided and installed in the rack for audio signal routing, equalization, feedback suppression, echo cancellation and audio compression as needed.

c. VIDEO SYSTEM

- 1) Two (2) 75" 4K commercial flat panel displays with mounts shall be provided and installed, one (1) on each left and right side walls for viewing Customer provided content.
 - a) The Customer is responsible for providing electrical power to the display locations.
- 2) Two (2) 1080p fixed-position digital cameras shall be provided and ceiling mounted above the house seating position to capture the dais participants.
 - a) The Customer is responsible for providing electrical power to the camera locations.
- 3) One (1) 1080p fixed-position digital camera shall be provided and ceiling mounted above the dais to capture the presenter at the podium.
 - a) The Customer is responsible for providing electrical power to the camera location.
- 4) One (1) WiFi-based USB device shall be provided for wireless presentation within the room.

d. CONTROL SYSTEM

- 1) One (1) 8-channel desktop switcher shall be provided and installed at the designated position to switch and route the AV sources and to provide control of the AV components.
 - a) The Customer is responsible for providing power to the switcher.
- 2) One (1) digital video recorder shall be provided to record council meetings and other events as desired in the chamber.
 - a) The Customer is responsible for providing power and an active network drop at the control position as designated.
- 3) One (1) 48" desk with a side equipment rack shall be provided as a work surface for the control equipment.
 - a) The Customer is responsible for providing power to the workstation location.
 - b) Two (2) rack-mount power conditioners with power distribution shall be provided in the workstation rack.
 - c) One (1) network-based control system with touch pad tablet to manage the Components and signal flow.

2. THE LIBRARY REMOTE ROOM

a. AUDIO/VIDEO SYSTEM

- 1) One (1) 75" 4K commercial flat panel display shall be provided and mounted on the wall opposite the entry door at the end of the conference table
- 2) One (1) self-contained wall-mounted web-conferencing system shall be provided and installed to accommodate participation in Council Chamber meetings.
 - a) The Customer is responsible for providing power and an active network drop to the system location
- 3) One (1) integrated sound bar with speakers and far-field microphone array shall be provided as part of the bundled system
- 4) One (1) integrated 180-degree viewing field camera shall be included in the sound bar.

b. CONTROL SYSTEM

- 1) One (1) system control interface shall be provided and mounted to the rear surface of the display.
- 2) One (1) tabletop touch-screen control surface shall be provided to control:
 - a) Flat Panel Display on/off
 - b) System Volume up/down
 - c) Input Select
 - d) Signal Routing
 - e) Microphone Volume Up/Down

3 THE CONFERENCE ROOM

a. AUDIO/VIDEO SYSTEM

- 1) One (1) 75" 4K commercial flat panel display shall be provided and mounted on the wall opposite the entry door at the end of the conference table
- 2) One (1) self-contained wall-mounted web-conferencing system shall be provided and installed to accommodate participation in Council Chamber meetings.
 - a) The Customer is responsible for providing power and an active network drop to the system location

- 3) One (1) integrated sound bar with speakers and far-field microphone array shall be provided as part of the bundled system
- 4) One (1) integrated 180-degree viewing field camera shall be included in the sound bar.

b. CONTROL SYSTEM

- 1) One (1) system control interface shall be provided and mounted to the rear surface of the display.
- 2) One (1) tabletop touch-screen control surface shall be provided to control:
 - a) Flat Panel Display on/off
 - b) System Volume up/down
 - c) Input Select
 - d) Signal Routing
 - e) Microphone Volume Up/Down

4. 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. 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, 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.

- f. 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.
 - g. 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.
 - h. 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.
 - i. Ford is not licensed for and does not perform any electrical, carpentry, painting, masonry, or carpet laying work.
5. 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

6. 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 eight (8) days. 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 nine (9) 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 Ford's 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 UPGRADE
 EQUIPMENT RACK

Quantity	Description	
1.00	MIDD.MDV-DSK ACCE,48" STRAIGHT DESK W/2X4 S	
1.00	MIDD.MDV-R12 ACCE,12" SPACE SIDERACK	
2.00	FURM.M-8X2 POWE,CONDITIONER, 8 OUTLET	
1.00	CABLES/CONNECTORS/TERMS	
1.00	RACK & MOUNTING HARDWARE	
		Sub Total
		1,774.00

AUDIO SYSTEM

Quantity	Description	
1.00	QSC.CORE110F DSP, 8IN 8OUT 8FLEX AEC	
1,000.00	WEST.25291B 2,COND,22,7X30,BARE,SHLD,CMP	
250.00	WEST.291 WIRE,2C,#22,SHIELD,PVC	
1.00	EXTR.60-738-01 ADAP,ASA 111 PASSIVE SUM	
1.00	QSC.SPA4-60 AMP,1/2 RU 250 WATT	
4.00	ATLA.FAP42T SPEA,CEILING,4",2-WAY	
100.00	WEST.25225B WIRE,2C,16G,PLENUM,GRAY	
8.00	OFE GOOSENECK MIC W/ SHOCK MNT	
3.00	OFE XLR MIC INPUT WALL PLATE	
		Sub Total 4,204.00

VIDEO SYSTEM

Quantity	Description	
3.00	MARS.CV350-10X 2.5MP 1/3" 10X ZOOM CAMERA	
3.00	MARS.CVM-7 MOUN7" ARTICULATING ARM 1/4-20	
3.00	MARS.CVM-15 ADAP,WALL MOUNT ADAPTER	
1.00	ALTR.AL300ULPD4 POWE,12/24VDC,2.5AMP,4OUT,WALL	
1.00	MARS.CV-RCP-100 ACCE,RCP TOUCH SCREEN CAM CNTR	
1.00	BARC.R9861510NA VIDE,CLICKSHARE CS-100,W/1 REM	
1.00	BLAC.CONVMCAUDS AUDIO TO SDI MINI CONVERTER	
1.00	BLAC.HYPERD/STM VIDE,HYPERDECK STUDIO MINI	
2.00	SAND.SDSDXXY064 CARD,64G, 170MB/S DATACARD	
1.00	OFE COMPUTER W/HDMI-USB3.0	
2.00	SAMS.QB75R DISP,75",4K,UHD,LED/LCD,350NIT	
2.00	DECI.MD-LX HDMI/SDI BI-DIRECTIONAL CONVER	
3.00	COMP.MHD18G6BLK CABL,6',MICROFLEX,HDMI,18G,BLK	
3.00	COMP.MHD18G3BLK CABL,3',MICROFLEX,HDMI,18G,BLK	
500.00	WEST.25224B WIRE,2C,#18,PLENUM	
2.00	BLAC.CONVMSDIDA AMP,SDI DISTRIBUTION AMPLIFIER	
1.00	BLAC.SWATEMTVSP SWIT,8 CHANNEL SDI/HDMI SWITCH	
1.00	AJA.U-TAP-SDI HD/SD USB 3.0 CAPTURE DEVICE W	
1.00	VIEW.VX2252MH DISP.MON, 21.5" 1080P LED	
2.00	PEER.SF660 MOUN,UNIV,FLAT,32"60"FLAT PANE	
500.00	BELD.1506A WIRE,RG59/U,#20,75 OHM,PLENUM	
100.00	BELD.1855A WIRE,RG59/U,23AWG	
		Sub Total 15,598.00

CONTROL SYSTEM

Quantity	Description	
1.00	CRES.CP3 CONTROL SYSTEM, OVER NETWORK[
1.00	CRES.TSW1060BS TOUC, 10.1" TOUCH SCREEN BL SM	
1.00	CRES.TSW1060TTB ACCE, TTK FOR TSW-1060, BLK SM	
1,000.00	WEST.25291B 2,COND,22,7X30,BARE,SHLD,CMP	

1.00 NETG.GS108PP100 SWIT,8PORT,POE+,UNMANAGED 120W

Sub Total 3,509.00

INTEGRATION SERVICES

Quantity Description

DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT,
 INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY

Sub Total 14,789.00

Merchandise: 25,085.00

Integration: 14,789.00

Other: .00

Freight: .00

Sales Tax: 727.47

Total Amount: 40,601.47

LIBRARY - ZOOM ROOM AV UPGRADE
 CRESTRON FLEX ZOOM ROOM

Quantity Description

- 1.00 SAMS.QB75R DISP,75",4K,UHD,LED/LCD,350NIT
- 1.00 PEER.SF660 MOUN,UNIV,FLAT,32"60"FLAT PANE
- 1.00 CRES.UC-B140-Z CRESTRON FLEX WALL MOUNT UC VI
- 500.00 WEST.254246 WIRE,4PR,24AWG,CAT 6,CMP
- 2.00 COMP.MHD18G12BK CABL,12',MICROFLX,HDMI,18G,BLK
- 1.00 C2G.39870 PANE,HDMI PASS THROUGH,BRUSHED
- 1.00 CABLES/CONNECTORS/TERMS
- 1.00 MOUNTING HARDWARE

Sub Total 6,389.00

INTEGRATION SERVICES

Quantity Description

DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT,
 INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY

Sub Total 3,274.00

Merchandise: 6,389.00

Integration: 3,274.00

Other: .00

Freight: .00

Sales Tax: 185.28

Total Amount: 9,848.28

**CONFERENCE ROOM - ZOOM ROOM AV UPGRADE
 CRESTRON FLEX ZOOM ROOM**

Quantity	Description	
1.00	SAMS.QB75R DISP,75",4K,UHD,LED/LCD,350NIT	
1.00	PEER.SF660 MOUN,UNIV,FLAT,32"60"FLAT PANE	
1.00	CRES.UC-B140-Z CRESTRON FLEX WALL MOUNT UC VI	
500.00	WEST.254246 WIRE,4PR,24AWG,CAT 6,CMP	
2.00	COMP.MHD18G12BK CABL,12',MICROFLX,HDMI,18G,BLK	
1.00	C2G.39870 PANE,HDMI PASS THROUGH,BRUSHED	
1.00	CABLES/CONNECTORS/TERMS	
1.00	OUNTING HARDWARE	
		Sub Total 6,389.00

INTEGRATION SERVICES

Quantity	Description	
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY	
		Sub Total 3,274.00

Merchandise:	6,389.00
Integration:	3,274.00
Other:	.00
Freight:	.00
Sales Tax:	185.28
Total Amount:	9,848.28

E. COST SUMMARY AND TERMS

COUNCIL CHAMBERS AV UPGRADE:	\$40,601.47
LIBRARY ZOOM ROOM AV UPGRADE:	\$9,848.28
CONFERENCE ZOOM ROOM AV UPGRADE:	\$9,848.28
PREVENTATIVE MAINTENANCE:	\$1,640.00
ALTERNATIVE LEASING OPTION:	\$1,280.00 (estimated monthly payment)

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:**
1. 25% deposit (due upon signing of this agreement)
 2. 25% equipment order
 3. 25% upon beginning of installation
 4. 20% upon substantial completion (date of first beneficial use)
 5. 5% upon final completion

All invoices are due Net 10.

ALTERNATIVE LEASING OPTION:

As an alternate to the payment terms identified above, Ford offers a leasing option for the equipment and work defined in this proposal. This proposal provides an approximate monthly payment for hardware, software, and services based upon the contract type and duration of the projected payments in months. Additional monthly durations are available upon request. The pricing in this proposal is valid for thirty (30) days from the date on this proposal.

The payment for a 36-month lease, based on the 'Total Amount' shown above is approximately, \$1,280.00, subject to credit approval and terms of the lease agreement. This amount is subject to change based on the final lease agreement conditions, the stipulations of the leasing company, and any contract change orders. The estimated monthly lease payment does not include any optional pricing outlined in this proposal. The actual lease payment and duration of the lease will be confirmed upon final selection of options by the Customer. Contract change orders can be added to the lease amount. Any change orders will affect the financed payment amount, duration of the lease agreement, or both the financed amount and lease agreement duration.

If the Customer finances this system, Customer's payment obligations for the system will be with the finance company. The Customer will have no obligation to pay Ford upon Customer granting authorization to the finance company to disburse funds to Ford.

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-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. 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.).
- e. 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.
- f. 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.

- g. 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.

- h. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, including adjustments or changes to the Software, will not be covered under this warranty statement. Re-calibration of settings will be considered by Ford to be billable time to the Customer at Ford's standard engineering rates.
 - i. 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.
 - j. 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.
 - k. Repairs, modifications, or other work performed by personnel not authorized by Ford during the period of warranty on any equipment of the system, including any changes to the Software, will invalidate the warranty.
 - l. 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.
 - m. 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 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 Dacono 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 720-374-2345.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC



Joseph Cervone
Account Manager

Voice: 720-374-2345
E-mail: cervj@fordav.com
Website: www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

CITY OF DACONO

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that City Of Dacono and Ford Audio-Video Systems, LLC have entered into a contract, in the amount agreed upon below, for the purchase and installation of equipment and services described in the attached proposal.

COUNCIL CHAMBERS AV UPGRADE:	\$40,601.47	_____
		Customer Accepts
LIBRARY - ZOOM ROOM AV UPGRADE:	\$9,848.28	_____
		Customer Accepts
CONFERENCE ROOM- ZOOM ROOM AV UPGRADE:	\$9,848.28	_____
		Customer Accepts
PREVENATIVE MAINTENANCE:	\$1,640.00	_____
		Customer Accepts
ALTERNATIVE LEASING ESTIMATED MONTHLY PAYMENT:	\$1,280.00	_____
		Customer Accepts

City Of Dacono 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 DACONO

Joseph P. Cervone
Joseph Cervone
Account Manager

Authorized Signature

Glenn Booth
Glenn Booth
Division Manager

Printed Name and Title

Date

Date