

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 20-022**

**APPROVING AN AGREEMENT WITH FORD AUDIO-VIDEO SYSTEMS, LLC FOR  
CONFERENCE ROOM TECHNOLOGY UPDATES**

WHEREAS, the Mobility Authority desires to modernize and replace dated audio and video equipment that is incompatible with modern wireless video sharing technology; and

WHEREAS, by Resolution No. 19-027, dated June 26, 2019, the Board of Directors adopted the budget for fiscal year 2019-2020 ("FY 2020") including an allocation for the modernization and replacement of dated audio and video equipment in the Mobility Authority Board Room and conference rooms; and

WHEREAS, the Executive Director has negotiated a scope of work for the modernization and replacement of dated audio and video equipment in the Mobility Authority Board Room and conference rooms as set forth in the proposal received from Ford Audio-Video Systems, LLC attached hereto as Exhibit A; and

WHEREAS, Ford Audio-Video Systems, LLC currently provides services to the State of Texas through Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3957; and

WHEREAS, pursuant to Texas Government Code Section 2054.0565, the Mobility Authority may use the DIR contract with Ford Audio-Video Systems, LLC for the modernization and replacement of dated audio and video equipment in the Mobility Authority Board Room and conference rooms without the need to seek competitive bids; and

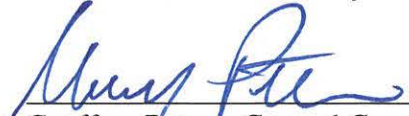
WHEREAS, the Executive Director recommends entering into an agreement with Ford Audio-Video Systems, LLC for the modernization and replacement of dated audio and video equipment in the Mobility Authority Board Room and conference rooms in an amount not to exceed \$152,970.08 through DIR Contract No. DIR-TSO-3957.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the proposal from Ford Audio-Video Systems, LLC for the modernization and replacement of dated audio and video equipment in the Mobility Authority Board Room and conference rooms attached hereto as Exhibit A; and

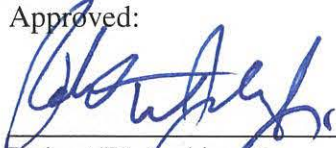
BE IT FURTHER RESOLVED, that the Executive Director is authorized to enter into an agreement with Ford Audio-Video Systems, LLC in an amount not to exceed \$152,970.08 through their contract with the Department of Information Resources for the modernization and replacement of dated audio and video equipment in the Mobility Authority Board Room and conference rooms.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of April 2020.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Robert W. Jenkins, Jr.  
Chairman, Board of Directors

**Exhibit A**

REVISED March 18, 2020

Mr. Greg Mack  
Central Texas Regional Mobility  
3300 N IH-35, Suite 300  
Austin, TX 78705

RE: Conference Room Upgrades Proposal

Dear Mr. Mack:

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 **State of Texas DIR Contract, #DIR-TSO-3957**. 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

FORD AUDIO-VIDEO SYSTEMS, LLC

*Gregory Banks*

Gregory Banks  
Account Manager

David Allen, E.E.T., CTS  
Vice President

Voice: 512-447-1103  
Email: bankg@fordav.com  
Website: www.fordav.com

**Proposal**  
**For**  
**Central Texas Regional Mobility, Austin, 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 supply and install the following systems for Central Texas Regional Mobility of Austin, Texas (Customer) in their remodel project:

**1. BOARD ROOM**

**a. EQUIPMENT RACK**

- 1) One (1) existing owner furnished equipment (OFE) equipment rack shall be integrated into the new AV system.
- 2) One (1) 48-port network switch shall be provided and installed in the rack.

**b. AUDIO SYSTEM**

- 1) One (1) 128 x 128 audio channel digital signal processor (DSP) shall be provided and installed in the existing OFE rack to route audio signals. The existing DSP shall be removed and handed over to the customer.
- 2) Eight (8) gooseneck microphones shall be provided, integrated into the existing OFE audio system and installed on the dais at locations determined by the Customer and Ford prior to installation. The existing microphones shall be removed and handed over to the Customer.
- 3) Twelve (12) wireless gooseneck microphones shall be provided and handed over to the Customer.
- 4) Two (2) wireless antenna/transceivers shall be provided and installed in the ceiling at locations to be determined by the Customer and Ford prior to installation.
- 5) One (1) existing OFE audio input wall plate shall be integrated into the audio system.

- 6) One (1) existing OFE microphone on the existing OFE lectern shall be integrated into the new audio system.
- 7) Ten (10) existing OFE in-ceiling speakers shall be integrated into the new audio system.
- 8) One (1) existing OFE 800W amplifier shall be integrated into the new audio system to power the speakers.

c. VIDEO SYSTEM

- 1) Four (4) existing OFE ceiling mounted 55" diagonal displays shall be integrated into the new video system.
- 2) Four (4) 4K60 AV decoders shall be provided and installed, one (1) behind each of the four (4) displays, to receive video signal.
- 3) Two (2) existing OFE 55" diagonal confidence monitors shall be integrated into the new video system.
- 4) Two (2) 4K60 AV decoders shall be provided and installed, one (1) behind each of the two (2) displays, to receive video signal.
- 5) One (1) 1600 x 900 resolution, 20" diagonal display shall be provided and installed on the existing OFE lectern.
- 6) One (1) 4K60 AV decoder shall be provided and installed behind the display to receive video signal.
- 7) One (1) existing OFE 55" display on the wall outside of the board room shall be integrated into the new video system.
- 8) One (1) 4K60 AV decoder shall be provided and installed behind the display to receive video signal.
- 9) Two (2) 4K60 AV decoders shall be provided and installed in the rack to receive video signal.
- 10) One (1) existing OFE PC on the lectern shall be integrated into the new video system.
- 11) One (1) 4K60 AV encoder shall be provided and installed in the lectern to transmit video signal from the PC.
- 12) One (1) HDMI pass through wall plate shall be provided and installed on the wall mid room to be used as HDMI input.
- 13) One (1) 4K60 AV encoder shall be provided and installed in a ceiling box to transmit the video signal from the wall plate.

- 14) One (1) OFE wireless presentation device shall be integrated into the video system and placed in the rack.
- 15) One (1) 4K60 AV encoder shall be provided and installed in the rack to transmit video signal from the wireless presentation device.
- 16) One (1) 4K60 AV encoder shall be provided and installed in the IT room to transmit video signal.

d. CONTROL SYSTEM

- 1) One (1) control system processor with switcher shall be provided and installed in the equipment rack to route the AV sources and to provide control of the AV components.
- 2) One (1) 5” wired touch panel shall be provided, installed on the lectern and one (1) OFE iPad shall be programmed to control the following:
  - a) Flat Panel Display – Power On/Off
  - b) System Volume – Up/Down/Mute
  - c) Source Selection
  - d) Preset Audio / Video Routing Configurations - (3)
  - e) Admin Menu with Full Audio Video Routing and Mic Volume Control

2. WILLIAMSON ROOM

a. RACK EQUIPMENT

- 1) One (1) 2-space under table rack shall be provided and installed under the conference room table.

b. AUDIO SYSTEM

- 1) Four (4) existing OFE in-ceiling speakers shall be integrated into the new AV system.
- 2) One (1) existing OFE 100W amplifier shall be integrated into the new AV system to power the speakers.
- 3) One (1) audio VOIP hybrid device shall be provided and installed in the rack.

c. VIDEO SYSTEM

- 1) One (1) 5,000 lumen, 1920 x 1200 resolution, 16:10 aspect ratio, laser video projector and mount shall be provided, ceiling-mounted and aligned with the existing OFE projection screen.

- 2) One (1) 86" Ultra HD diagonal interactive display shall be provided and installed on the back wall of the room.
- 3) One (1) HDMI input cable shall be provided and installed in the existing OFE cable cubby in the conference room table to be used as a video source.
- 4) One (1) existing OFE PTZ conference camera shall be integrated into the new video system.
- 5) One (1) USB transmitter shall be provided and installed on the wall to transmit video signal from the PTZ camera.
- 6) One (1) existing OFE PC shall be integrated into the new AV system and installed under the conference room table.
- 7) One (1) USB receiver shall be provided and installed under the conference room table to receive signal from the PTZ camera to the PC.
- 8) One (1) OFE wireless presentation device shall be installed under the conference room table to be used as a video source.
- 9) One (1) existing OFE conference system shall be integrated into the new AV system and installed in the rack.

d. CONTROL SYSTEM

- 1) One (1) control system processor with switcher shall be provided and installed in the equipment rack to route the AV sources and to provide control of the AV components.
- 2) One (1) media presentation, wall mount control panel shall be provided and installed on the wall by the conference room door to control the following:
  - a) Projector - On/Off
  - b) Projection Screen - Up/Down
  - c) Volume - Up/Down
  - d) Video Source Selection

3. TRAVIS ROOM

a. VIDEO SYSTEM

- 1) One (1) existing OFE 65" diagonal display shall be removed from the wall and installed in the Hays Room (see section 4.)

- 2) One (1) 86" Ultra HD diagonal interactive display shall be provided and installed on the wall in the front of the room.
- 3) One (1) OFE wireless presentation device shall be installed on the back of the display to be used as a video source.

4. HAYS ROOM

a. VIDEO SYSTEM

- 1) One (1) OFE 65" diagonal display and a Ford provided display mount shall be installed on the wall at a location to be determined by the Customer and Ford prior to installation.
- 2) One (1) OFE wireless presentation device shall be installed on the back of the display as a video source.

5. 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.
  - j. 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.
6. 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
7. 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 four (4) weeks. In addition to the installation, Ford shall prepare system drawings, purchase the equipment, assemble the equipment in our shop, program control software as required and do in-shop testing. This work will take approximately ten (10) to twelve (12) weeks prior to the beginning of actual installation at your facility. The total time required to complete the project shall be approximately fourteen (14) 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

**BOARDROOM AV (DIR Contract #DIR-TSO-3957)**

Quantity	Description
4.00	CRES.DMNVXE30 DM 4K60 4:4:4 HDR NET ENCODER
14.00	CRES.PW-2420RU POWE,PK,24VDC,2.0A/REG UNIV
1.00	C2G.39710 PANE,HDMI,DECORA,PIGTAIL,WHITE
1.00	C2G.03725 DECORATIVE SINGLE GANG WALL PL
1.00	CHIE.CMA473 BOX,XL PLENUM CEILING BOX
1.00	CHIE.CMS440N ACCE,ABOVE-TILE KIT + ELEC HOU
12.00	MIDD.U1V 1SP VENTED UTILITY SHELF
12.00	SHUR.MX415LPDFC MIC,15"SHCKMTN,GSNCK CARD,GR/R
12.00	SHUR.MXW8 TRAN,WIRELESS DESKTOP BASE XMI
3.00	SHUR.MXWNCS8 POWE,8-CH NETWRKD,CHARGING STA

12.00	SHUR.SB901A	BAT,MICRFLEX LI-ION BATTERY
8.00	SHUR.MX418/C	MIC,ACC,GOOSENECK,CARDIOID 18"
1.00	FSR.17464	MOUN,IPAD TABLETOP,TILT/ROTATE
1.00	CRES.TSW560BS	DISP.TOU,5" TOUCH SCREEN
1.00	CRES.TSW560TTKB	TABLETOP KIT FOR 5" TOUCH PANE
10.00	CRES.DMNVXD30	DM 4K60 4:4:4 HDR NET DECODER
1.00	CRES.CP3	CONTROL SYSTEM, OVER NETWORK[
3.00	QSC.CIML4	AV,4CH MIC/LINE INPUT 48V PHAN
1.00	QSC.COL4	AV,Q-SYS 4CH LINE ANALOG OUT
1.00	QSC.CDN64	Q-SYS DANTE BRIDGE CARD 64X64
1.00	MIDD.PD-215	2 STAGE COMPAGE SURGE DEVICE
1.00	NEC.E203WI-BK	DISP.MON,20",WIDE,DESK,IPS,PNL
2.00	SHUR.MXWAPT8	ACCE,ACCESS POINT
14.00	C2G.42520	CABL,HDMI,1 METER
1.00	C2G.29680	CABL, 15',HDMI GRIPPING CONN
1,000.00	EXTR.22-158-03	WIRE,STP22P,1000'
1,000.00	EXTR.22-159-03	WIRE,STP20P,1000'
2,000.00	EXTR.22-235-03	WIRE.4PR,24AWG,SHIEDED,PLENUM
1.00	MIDD.PD-915R	POWE,9OUT,15A,RCKMT,POWER STR
200.00	EXTR.101-005-02	CONN,DTP-24 PLUG SHLD
1.00	RADI.EZ-VDA2RX	AMP.DA,VIDEO DIST AMP,1X2,RCA
1.00	QSC.CORE510I	DSP,256X256 QSYS CORE 8 I/O SL

Sub Total =====  
 44,790.00

BOARDROOM AV (OFF-CONTRACT)

Quantity	Description
1.00	OFE PC
1.00	OFE BARCO CLICKSHARE
1.00	OFE WALL PLATE
1.00	OFE IPAD
7.00	OFE DISPLAYS
1.00	OFE AMPLIFIER
10.00	OFE SPEAKERS
1.00	OFE GOOSENECK MICROPHONE
1.00	DISPLAY INSTALL HARDWARE
2.00	ANTENNA MOUNTING HARDWARE
4.00	WALL/TABLE/FURN MOUNTING HRDWR
2.00	CEILING MOUNTING HARDWARE
19.00	RACK INSTALLATION HARDWARE
24.00	NETWORK PANELS
4.00	WIRE MANAGEMENT
1.00	POWER DISTRIBUTION
1.00	OFE RACK
1.00	CISC.WSC365048P DATA,CISCO 48 PORT ROUTER

Sub Total =====  
 6,640.00

**WILLIAMSON AV (DIR Contract #DIR-TSO-3957)**

Quantity	Description	
1.00	MIDD.UTB-A2-14 RACK,UNDER-TABLE 2RU, 19"WIDTH	
1.00	EXTR.60-1473-13 TRAN,USB,DECORA	
1.00	EXTR.60-1471-13 RECE,CAT5E/6/7,USB + EXTENDER	
1.00	MIDD.U1V 1SP VENTED UTILITY SHELF	
1.00	CRES.MPC3-101-B 3SERIES MEDIA PRES CONTROL BLK	
1.00	CRES.MPC3101RMB DISP,MPC3-RMP MNTNG BRACKET	
1.00	CRES.PWE-4803RU POWE,POWER SUPPLY POE INJECTOR	
1.00	CRES.DMPS34K100 3-SERIES DM PRESENTATION	
1.00	EPSO.V11H903020 PROJ,POWERLITE L510U 5000WUXGA	
1.00	CHIE.SYS474UW MOUN,SYS MOUNT W/PL BOX, WHITE	
2.00	MIDD.PD-215 2 STAGE COMPAGE SURGE DEVICE	
1.00	CHIE.XTM1U MOUN,TILT FOR 55-85" DISPLAY	
1.00	CHIE.CSMP9X12 PROX,MOUNT PLATE,9X12	
1.00	C2G.50632 CABL,20',HDMI,HIGH SPEED,ETHER	
2.00	C2G.52106 1M USB A/A EXT CBL BLK	
4.00	C2G.42520 CABL,HDMI,1 METER	
1,000.00	EXTR.22-159-03 WIRE,STP20P,1000'	
1,000.00	EXTR.22-235-03 WIRE.4PR,24AWG,SHIEDED,PLENUM	
10.00	EXTR.101-005-02 CONN,DTP-24 PLUG SHLD	
1.00	CHIE.KSA1020B MOUN,CPU WALL AND DESK MOUNT	
1.00	NEWL.EPR9A00X86 DISP,TRUTOUCH,X9,W/COMPUTER	
		Sub Total 23,330.00

**WILLIAMSON AV (OFF-CONTRACT)**

Quantity	Description	
1.00	JKAU.AUTOIP2 CONF.AUD,VOIP/AUDIO HYBRID	
1.00	OFE PC	
1.00	OFE BARCO CLICKSHARE	
1.00	OFE PTZ CAMERA	
1.00	OFE AMP	
4.00	OFE SPEAKERS	
1.00	OFE CONFERENCE SYSTEM	
1.00	PROJECTOR/SCREEN MOUNTING HDWR	
2.00	DISPLAY INSTALL HARDWARE	
6.00	WALL/TABLE/FURN MOUNTING HRDWR	
4.00	RACK INSTALLATION HARDWARE	
2.00	WIRE MANAGEMENT	
		Sub Total 1,671.00

**TRAVIS AV DIR (DIR Contract #DIR-TSO-3957)**

Quantity	Description	
1.00	CHIE.XTM1U MOUN,TILT FOR 55-85" DISPLAY	
1.00	MIDD.PD-215 2 STAGE COMPAGE SURGE DEVICE	

1.00	CHIE.CSMP9X12	PROX,MOUNT PLATE,9X12	
1.00	C2G.42520	CABL,HDMI,1 METER	
1.00	NEWL.EPR9A00X86	DISP,TRUTOUCH,X9,W/COMPUTER	
			=====
		Sub Total	14,855.00

TRAVIS AV (OFF-CONTRACT)

Quantity	Description		
1.00	OFE BARCO CLICKSHARE		
2.00	DISPLAY INSTALL HARDWARE		
3.00	WALL/TABLE/FURN MOUNTING HRDWR		
1.00	WIRE MANAGEMENT		
			=====
		Sub Total	240.00

HAYS AV DIR (DIR Contract #DIR-TSO-3957)

Quantity	Description		
1.00	CHIE.XTM1U	MOUN,TILT FOR 55-85" DISPLAY	
1.00	CHIE.CSMP9X12	PROX,MOUNT PLATE,9X12	
1.00	MIDD.PD-215	2 STAGE COMPAGE SURGE DEVICE	
1.00	C2G.42520	CABL,HDMI,1 METER	
			=====
		Sub Total	406.00

HAYS AV (OFF-CONTRACT)

Quantity	Description		
1.00	OFE BARCO CLICKSHARE		
1.00	OFE DISPLAY		
1.00	DISPLAY INSTALL HARDWARE		
3.00	WALL/TABLE/FURN MOUNTING HRDWR		
1.00	WIRE MANAGEMENT		
			=====
		Sub Total	199.00

SYSTEM INTEGRATION (DIR Contract #DIR-TSO-3957)

Quantity	Description		
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT		
	INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY		
			=====
		Sub Total	60,839.08

	=====
Merchandise:	92,131.00
Integration:	60,839.08
Other:	.00
Freight:	.00
Sales Tax:	.00
	=====
<b>Total Amount:</b>	<b>152,970.08</b>

E. COST SUMMARY AND TERMS

PROPOSED TOTAL:	\$152,970.08
PREVENTATIVE MAINTENANCE:	\$1,050.00
ALTERNATIVE LEASING OPTION:	\$4,755.00 (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:** The Customer shall issue a purchase order in accordance with the terms and conditions of the **DIR Contract #DIR-TSO-3957**.

100 % due upon completion.

All invoices are due Net 30.

**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, \$4,755.00, 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.

- h. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, shall not be covered under this warranty statement. Re-calibration of settings shall be considered by Ford to be billable time to the Customer at Ford's standard engineering rates.
- 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 may 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 best meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.
- i. Please contact Ford to receive a customized price quote on the Advanced Training Program option.

## H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

### 1. VISUAL INSPECTION:

- a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and

is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

2. EXISTING CONDITIONS:

a. Acoustics and Noise

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

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

I. ACCEPTANCE

1. The Customer's personnel will be notified by Ford upon completion of the installation.
2. Demonstration of system performance will be during the training session.
3. Participants at the performance demonstration shall include personnel representing Ford and personnel representing Central Texas Regional Mobility 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 512-447-1103.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

*Gregory Banks*

Gregory Banks  
Account Manager

Voice: 512-447-1103  
E-mail: bankg@fordav.com  
Website: www.fordav.com

**SYSTEM INSTALLATION AGREEMENT**

**Between**

**CENTRAL TEXAS REGIONAL MOBILITY**

**and**

**FORD AUDIO-VIDEO SYSTEMS, LLC**

This is to signify that Central Texas Regional Mobility and Ford Audio-Video Systems, LLC have entered into a contract in the amount of \$152,970.08, for the purchase and installation of equipment and services described in the attached proposal utilizing Contract No. DIR-TSO-3957 Texas Department of Information Resources. All terms and conditions of DIR contract no. DIR-TSO-3957 are incorporated herein by reference.

PREVENATIVE MAINTENANCE:	\$1,050.00	_____
		Customer Accepts
ALTERNATIVE LEASING ESTIMATED MONTHLY PAYMENT:	\$4,755.00	_____
		Customer Accepts

Central Texas Regional Mobility 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

CENTRAL TEXAS REGIONAL MOBILITY

\_\_\_\_\_  
Gregory Banks  
Account Manager

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

\_\_\_\_\_  
David Allen, E.E.T., CTS  
Vice President

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date