

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
AUDIO-VIDEO EQUIPMENT WITH
FORD AUDIO-VIDEO SYSTEMS, LLC**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

§

THAT THIS AGREEMENT for the purchase of an audio-video system for installation in the Round Rock Sports Complex, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of February, 2015 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and FORD AUDIO-VIDEO SYSTEMS, LLC, whose offices are located at 1340 Airport Commerce Drive, Suite 470, Austin, TX 78741 (referred to herein as "Ford AV").

RECITALS:

WHEREAS, City desires to purchase certain deliverables, specifically, audio-video equipment to be installed in the Round Rock Sports Complex, and to purchase goods and services related to said equipment, and City desires to procure same from Ford AV; and

WHEREAS, City is a member of the Interlocal Purchasing System ("TIPS/TAPS") and Ford AV is an approved TIPS/TAPS vendor; and

WHEREAS, City desires to purchase of certain goods and services from Ford AV through TIPS/TAPS as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Ford AV whereby City is obligated to buy specified goods and Ford AV is obligated to sell same. The Agreement includes Ford AV's Revised Proposal dated January 7, 2015 (attached as Exhibit "A").

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Services** mean work performed to meet a demand or effort by Ford AV to comply with promised delivery dates, specifications, and technical assistance specified.

2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall terminate upon the purchase and installation of all goods and services as described in Exhibit "A."

C. Prices shall be firm for the duration of this Agreement. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. City reserves the right to review the relationship with Ford AV at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

Ford AV shall satisfactorily provide all goods and complete all services described in the Ford AV's Proposal, Exhibit "A," attached hereto.

This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Ford AV shall satisfactorily provide all deliverables and services described in Exhibit "A" within the contract term specified. A change in the Scope of Services must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 CONTRACT AMOUNT

In consideration for the deliverables and services related to the deliverables, the City agrees to pay Ford AV Two Hundred Ninety Seven Thousand Six Hundred Ninety-Three and Eighty-Nine/Cents (\$297,693.89) for the goods and services set forth in Exhibit "A," specifically the Proposed Main System and Option B: Video Wall Audio.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Ford AV;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Ford AV a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Ford AV will be made within thirty (30) days of the day on which City receives the performance,

supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Ford AV may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Ford AV, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Ford AV and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Ford AV, cancel this Agreement without liability to Ford AV if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Ford AV or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Ford AV may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Ford AV's charges.

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Ford AV cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Chad McKenzie
City of Round Rock Sports Center
2400 Chisholm Trail Drive
Round Rock, Texas 78681

13.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

14.01 DEFAULT

If Ford AV abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Ford AV agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Ford AV shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

15.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Ford AV.

B. In the event of any default by Ford AV, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Ford AV.

C. Ford AV has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Ford AV, Ford AV shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Ford AV shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Ford AV that portion of the charges, if undisputed. The parties agree that Ford AV is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

16.01 INDEMNIFICATION

Ford AV shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Ford AV's, or Ford AV's agents, employees or subcontractors, in the performance of Ford AV's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Ford AV (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

17.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

Ford AV, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

18.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

19.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- 1. When delivered personally to the recipient’s address as stated in this Agreement; or
- 2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient’s address as stated in this Agreement.

Notice to Ford AV:

Ford Audio-Video Systems, LLC
1340 Airport Commerce Drive, Suite 470
Austin, Texas 78741

Notice to City:

City Manager 221 East Main Street Round Rock, TX 78664	AND TO:	Stephan L. Sheets, City Attorney 309 East Main Street Round Rock, TX 78664
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Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Ford AV.

20.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

21.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Ford AV and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

22.01 DISPUTE RESOLUTION

City and Ford AV hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration

proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

23.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

24.01 MISCELLANEOUS PROVISIONS

Standard of Care. Ford AV represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Ford AV understands and agrees that time is of the essence and that any failure of Ford AV to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Ford AV shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Ford AV's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Ford AV shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

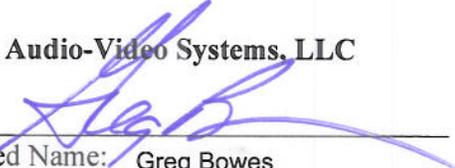
Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Ford AV have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Ford Audio-Video Systems, LLC

By:  _____
Printed Name: Greg Bowes
Title: Sr. Contracts Administrator
Date Signed: 1/26/2015

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

REVISED: January 7, 2015

Mr. Chad McKenzie
City of Round Rock, Round Rock Sports Center
2400 Chisholm Trail Drive
Round Rock, TX 78681

Dear Mr. McKenzie:

Ford Audio-Video Systems, LLC (Ford AV) 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
- C. Installation Schedule
- D. Equipment List
- E. Cost Summary and Terms
- F. Guarantees and Limitations of Warranty
- G. Training and Documentation
- H. Building Construction, Installation and Responsibilities
- 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 AV and utilizes Ford Audio-Video Systems, LLC's TIPS/TAPS #1121914. 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 AV. 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

John
Lawrence

Digitally signed by John Lawrence
DN: cn=John Lawrence, o=Ford
AV, ou, email=lawrj@fordav.com,
c=US
Date: 2015.01.07 16:07:41 -0500

John Lawrence
Account Manager

Victor Garcia
Division Sales Manager

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



Proposal

For

City of Round Rock, Round Rock, 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 AV shall provide and install the following systems at the City of Round Rock's (Customer) Sports Center in Round Rock, Texas.

1. EQUIPMENT ROOM (MDF 137)

a. VIDEO SYSTEM

- 1) One (1) 32-input x 32-output digital matrix switcher shall be installed. The digital switcher shall be programmed so that any feed to the switcher may be sent to any Ford AV-installed LCD displays or matrix switchers and owner-furnished equipment (OFE) in the following locations:
 - a) Room 211: one (1) OFE LCD display.
 - b) Room 104: two (2) OFE LCD displays.
 - c) IDF 116: two (2) OFE Kramer VS-66H3 switchers, which feed OFE LCD displays on courts.
 - d) IDF 125: two (2) OFE Kramer VS-66H3 switchers, which feed OFE LCD displays on courts.
 - e) MDF 137: Four (4) OFE tuner.
 - f) MDF 137: three (3) OFE PCs.
 - g) MDF 137: two (2) OFE Kramer VS-66H3 matrix switchers.
 - h) IDF 125: three (3) 8 x 8 HDMI matrix switchers (Meeting Rooms 126, 131 and 135)
 - i) Room 202: one (1) input panel device one (1) LCD display and three (3) OFE LCD displays
 - j) One (1) 2 x 4 video wall
 - k) Room 207: one (1) future OFE LCD display
 - l) Room 212: one (1) OFE LCD display
 - m) Room 204: two (2) OFE displays
 - n) Room 111: one (1) OFE display
 - o) Room 106: one (1) OFE display

- p) Room 126,131, and 135: six (6) outputs total for the three (3) OFE Kramer VS-88H switchers, which feed the LCD displays in each room.
- q) Building B: two(2) future OFE LCD displays

b. AUDIO SYSTEM

- 1) The newly-installed video system shall integrate into existing OFE audio system.

c. CONTROL SYSTEM

- 1) One (1) control system central controller shall be installed in MDF 137. This controller shall be used to change input source and output destinations for the new 32 x 32 digital matrix switcher and control local matrix switchers sources and destinations via Ethernet control connections. One (1) 24-port Ethernet switch shall be provided for distribution of control signals to other system devices. The control system shall be programmed to control the following functionality:

- a) Source Selection
- b) Volume (Up/Down)
- c) System (On/Off)
- d) OFE tuner channel selection

- 2) In addition, the control system shall be installed on an OFE network for remote access, including iPad control. Customer must furnish iPad and iPad application.

NOTE: All OFE flat panel displays must have an RS232/serial control connection for Ford AV to provide source selection, volume, and system power control functionality.

d. EQUIPMENT RACK

- 1) Existing OFE rack shall be used. The Customer will allow to 45 rack spaces be made available for AV equipment.

2. MEETING ROOMS 126, 131 &135 (IDF 125)

a. VIDEO SYSTEM

- 1) Three (3) existing OFE 4 x 4 HDMI matrix switchers shall be uninstalled and returned to the Customer.
- 2) Three (3) 8 x 8 HDMI video matrix switchers shall be installed in an existing equipment rack.
- 3) These switchers shall be programmed to route any wall plate input, in each of the meeting rooms, to any of the OFE LCD's. Only one (1) input may be viewed on

each OFE LCD. In addition, the 8 x 8 HDMI switchers shall each receive two (2) feeds from the newly-installed 32 x 32 switcher in MDF 137.

b. AUDIO SYSTEM

- 1) The newly-installed video system shall integrate into existing OFE audio system.

c. CONTROL SYSTEM

- 1) One (1) 7-inch, wall-mounted touch screen with be located in each of the three (3) meeting rooms for a total of three (3) touch screens. Each touch screen shall provide the following control functionality:
 - a) Source Selection
 - b) Volume (Up/Down)
 - c) System (On/Off)

3. TOURNAMENT ROOM (ROOM 202)

a. VIDEO SYSTEM

- 1) One (1) VGA with audio plus HDMI input surface mount box shall be installed at OFE furniture. The source to this input is one (1) OFE PC.
- 2) One (1) 90" LCD displays shall be tilt wall-mounted on wall opposite the window.
- 3) Three (3) exiting OFE LCD displays shall be utilized for output of a local PC or output of switcher in MDF 137.

NOTE: The speakers on the OFE and Ford AV-provided LCD displays shall be utilized for audio.

- 4) *Customer-requested change:* One (1) 80" LCD was deleted from proposal dated April 30, 2014
- 5) *Customer-requested change:* One (1) VGA with audio and HDMI input was deleted from proposal dated April 30, 2014.

b. CONTROL SYSTEM

- 1) One (1) 7-inch, wall-mounted touch screen with be located in the Tournament Room and provide the following control functionality:
 - a) Source Selection
 - b) Volume (Up/Down)
 - c) LCD's (On/Off)

4. VIDEO WALL

a. VIDEO SYSTEM

- 1) One (1) video wall, consisting of eight (8) 55" LCD panels, shall be wall-mounted at a designated level on the second floor.
- 2) The proposed video wall shall be installed in a two (2) display high x four (4) display wide format.

NOTE: The video wall can produce eight (8) individual images or two (2) 2 x 2 images, or one (1) 2 x 2 with four (4) individual images while maintaining 16:9 aspect ratio.

- 3) The 32 x 32 video matrix switcher in MDF 137 shall provide up to four (4) inputs to be viewed on the video wall at one time. In addition, one (1) image may be viewed on all displays.
- 4) The sources to the video wall shall be inputs from the 32 x 32 digital matrix switcher, which includes two (2) OFE tuners.
- 5) Ford AV shall provide and install Scala digital signage player license software on one (1) of the OFE PCs that is a source to the video wall. Integration with existing OFE Scala software on OFE network is the responsibility of the Customer.

b. AUDIO SYSTEM

- 1) The video wall shall be integrated into existing OFE audio system.
- 2) *Customer-requested change:* Two (2) ceiling-mounted pendent speakers were removed from the proposal dated April 30, 2014

c. CONTROL SYSTEM

- 1) One (1) 7-inch, wall-mounted touch screen shall be installed near the video wall and provide the following control functionality:
 - a) Source Selection
 - b) Volume (Up/Down)
 - c) LCD's (On/Off)

5. ROOM 111

a. VIDEO SYSTEM

- 1) One (1) VGA with audio plus HDMI input plate shall be installed on the same wall as the OFE LCD. The source to this input shall be one (1) OFE PC.

- 2) One (1) OFE LCD shall be utilized for output of a local PC or output of the switcher in MDF 137.
- 3) Speakers on OFE LCD displays shall be utilized for audio.

b. CONTROL SYSTEM

- 1) One (1) 7-inch, wall-mounted touch screen shall be located in Room 111 and provide the following control functionality:
 - a) Source Selection
 - b) Volume (Up/Down)
 - c) LCD (On/Off)

6. ADMINISTRATIVE OFFICES

a. AUDIO SYSTEM

- 1) *Customer-requested change:* The audio system for the administrative offices was removed from the proposal dated June 16, 2014

7. OPTION A: VIDEO WALL UPGRADE

a. UPGRADED VIDEO WALL SYSTEM

- 1) Through the utilization of an OFE computer, with an eight [8] output graphics card supporting a resolution of 1920 x 1080 per output and running the Scala digital signage software, eight (8) HD video signals shall be extended to HDMI input #2 of each of the eight (8) flat panels. In the "Scala Wall-Mode", the wall shall be operated as a single, large device (7680 x 2160), with the ability to split the image with the Scala software and/or during the creation of the content.

8. OPTION B: VIDEO WALL AUDIO

a. VIDEO WALL AUDIO SYSTEM

- 1) Two (2) ceiling-mounted pendent speakers shall be mounted above the video wall display for content audio.
- 2) One (1) 2-channel, 80-watt amplifier shall be installed to provide power to the two (2) speakers. The amplifier shall be located in MDF 137.

NOTE: 120V AC power at video wall and equipment rack is the responsibility of the Customer. In addition, any required, coring, conduit, cable pathways, network connectivity, cable television connectivity and equipment closet location within 200 ft of video wall is the responsibility of the customer.

C. PREVENTATIVE MAINTENANCE

- a. Ford AV will 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 will be scheduled in advance with the Customer 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 years.
- b. Customer shall provide a contact person that is authorized to answer questions and obligate the Customer if additional services are requested. The contact shall be personally available to meet with the Ford AV technician and have knowledge of the equipment and systems to be inspected. The contact person shall provide access to all areas and equipment rooms requiring inspection.

D. INSTALLATION SCHEDULE

- 1. Ford AV estimates that the actual on-site installation of your project will take five (5) weeks. In addition to the installation, Ford AV 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 eight (8) weeks prior to the beginning of actual installation at your facility. The total time required to complete the project shall be approximately thirteen (13) weeks. The completion of Ford AV's work depends upon the facility being secure, dust-free, air-conditioned, and quiet.
- 2. Please note that Ford AV must receive the signed contract prior to beginning any work on this project including engineering, purchasing of equipment, and the scheduling of the installation. For Ford AV to meet the above completion schedule it is important that the Customer ensure that the job site is available for Ford AV personnel and that there are no interruptions in the availability of the job site and the ability of Ford AV to do the work. Ford AV 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 AV'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.

E. EQUIPMENT LIST (TIPS/TAPS #1121914)

INPUTS (TIPS/TAPS)

Quantity	Description	Price	Extension
3.00	CRES.DMTX200C2G ACCE,DM 8G+ WALL PLATE TX 200	780.38	2,341.14
4.00	OFE CABLE TUNER (MDF 137)	.00	.00
3.00	OFE SIGN. PLAYER (MDF 137)	.00	.00
2.00	OFE KRAMER VS-66HS (MDF 137)	.00	.00
2.00	OFE KRAMER VS-66H3 (IDF 116)	.00	.00
2.00	OFE KRAMER VS-66H3 (IDF 125)	.00	.00
3.00	KRAM.VS-88H SWIT, 8X8 HDMI MATRIX SWITCHER	2,204.30	6,612.90

4.00	CRES.DMTX201C TRAN,DM,HDMI + RGB INPUTS	724.64	2,898.56
10.00	CRES.DMTX201S2 TRAN,DIGITALMEDIA 8G™ SINGLE-M	1,560.76	15,607.60
3,000.00	CRES.CRESFIBE8G WIRE,CRESFIBER8G,NONPLN,	1.34	4,020.00
6,000.00	CRES.DMCBL8GPSP CABL,24/8 STP,8G,PLENUM,SP500	.67	4,020.00
18.00	CRES.CBL-HD-12 CABL,HDMI,12FT	39.02	702.36
4.00	CRES.CBL-HD-30 CABL,HDMI,30'	78.04	312.16
Sub Total			36,514.72

PROCESSING (TIPS/TAPS)

Quantity	Description	Price	Extension
1.00	CRES.CP3 CONTROL SYSTEM, OVER NETWORK	1,003.35	1,003.35
1.00	CISC.SG300-28MP SWIT,28 PORT GIGABIT MANAGED S	826.85	826.85
1.00	CRES.CENWAPABGC ACCE,WAP,CEILING	222.97	222.97
1.00	OFE IPAD WITH CRESTRON APP	.00	.00
6.00	OFE RACK	.00	.00
7.00	CRES.TSW750BS DISP,TOU,7" BLACK, SMOOTH	780.38	5,462.66
1.00	OFE DSP, AMPS AND SPEAKERS	.00	.00
1.00	CRES.DM-MD32X32 SWIT,32X32,DIG MEDIA	9,587.52	9,587.52
7.00	CRES.DMC-C CARD,DM,IN:2 8GSTP,2POE,1HDMI	613.16	4,292.12
11.00	CRES.DMC-HD CARD,DM,IN:1,HDMI,1USB,AUDIO	445.94	4,905.34
10.00	CRES.DMC-S CARD,DM,8G,FIBER INPUT	836.12	8,361.20
1.00	CRES.DM-PSU-16 POWE,16-PORT PODM, DM SWTCH	975.48	975.48
1.00	CRES.DM-PSU-8 POWE,8-PORT PODM,DM SWITCH	668.90	668.90
3,000.00	WEST.254246 WIRE,4PR,24AWG,CAT 6,CMP	.29	870.00
1.00	MIDD.UPS-2200R POWE,RACK,UPS 2200VA/1650W	967.56	967.56
1.00	MIDD.PD-1415C POWE,POWER STRIP FEC.FEC	108.78	108.78
5.00	MIDD.PD-915R POWE,15,AMP,MOUNT,POWER,STRIP	77.66	388.30
12.00	CRES.DMC-CO-HD CARD,DM OUTPUT,2CH 8G+ CAT	724.64	8,695.68
4.00	CRES.DMC-SO-HD CARD,2CHAN DM8G FIBER OUTPUT C	1,003.35	4,013.40
Sub Total			51,350.11

OUTPUTS (TIPS/TAPS)

Quantity	Description	Price	Extension
6,000.00	CRES.DMCBL8GPSP CABL,24/8 STP,8G,PLENUM,SP500	.67	4,020.00
100.00	CRES.DM8GCONN10 DIGITALMEDIA 8G™ CABLE CONNECT	2.79	279.00
50.00	CRES.FIBER-CONN CONN,FIBER OPTIC,SC 50UM(25PK)	26.54	1,327.00
21.00	CRES.DMRMCSALE RECE, DM, 8G+, W/ SCALER	780.38	16,387.98
7.00	CRES.DMRMCSALS DIGITALMEDIA 8G™ FIBER RECEIVE	1,003.35	7,023.45
17.00	CRES.CBL-HD-6 CABL, HDMI, 6'	27.88	473.96
18.00	CRES.CBL-HD-12 CABL,HDMI,12FT	39.02	702.36
1.00	CHIE.XSMU MOUN,X-LRG STATIC MOUNT ASSEM	160.45	160.45
8.00	SAMS.UD55D DISP, 55"3.7MM BEZL ULTRA NARW	6,241.92	49,935.36

8.00	CHIE.LVSIU MOUN,LG VIDWALL SYSTEM W/RAILS	492.58	3,940.64
1.00	SHAR.LC90LE657U DISP.TV.90".SMART.3D.THIN	6,911.93	6,911.93
3.00	OFE 60" DISPLAY(TOURNAMENT RM)	.00	.00
1.00	OFE DISPLAY (GM OFFICE-207)	.00	.00
1.00	OFE DISPLAY (ADMIN-106)	.00	.00
2.00	OFE KRAMER VS-66H3 (IDF 116)	.00	.00
2.00	OFE KRAMER VS-66H3 (IDF 125)	.00	.00
1.00	OFE 60" DISPLAY(REF'S LOUNGE)	.00	.00
1.00	OFE 90" DISPLAY (FRONT DESK)	.00	.00
2.00	OFE DISPLAY (TICKET SALES)	.00	.00
2.00	OFE DISPLAY (PLAYERS LOUNGE)	.00	.00
1.00	OFE DISPLAY (CONCESSIONS)	.00	.00
1.00	OFE KRAMER VS-88H (MULTI-ROOM 126)	.00	.00
1.00	OFE KRAMER VS-88H (MULTI-ROOM 131)	.00	.00
1.00	OFE KRAMER VS-88H (MULTI-ROOM 135)	.00	.00
		Sub Total	91,162.13

NON-CONTRACTED ITEMS

Quantity	Description	Price	Extension
3.00	EXTR.60-997-01 AMP.DA,HDMI,1X2,EDIDMIND,HDCP	492.86	1,478.58
1.00	SCAL.SW-PLAD SOFT,PLAYER LICENSE	566.34	566.34
1.00	SCAL.RM-PLAD MAINTENANCE,PLAYER LICENSE	113.72	113.72
1.00	CABLES AND CONNECTORS	1,114.83	1,114.83
1.00	MOUNTING HARDWARE	1,337.80	1,337.80
1.00	RACK HARDWARE	891.87	891.87
		Sub Total	5,503.14

INTEGRATION SERVICES

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY	108,183.23	108,183.23
		Sub Total	108,183.23
		Merchandise:	184,530.10
		Integration:	108,183.23
		Freight:	.00
		Sales Tax*:	.00
		Total Amount:	292,713.33

OPTION A: VIDEO WALL UPGRADE
VIDEO WALL EQUIPMENT (TIPS/TAPS #1121914)

Quantity	Description	Price	Extension
1.00	OFE PC W/8 HDMI 1080P OUTPUTS	.00	.00
1.00	MIDD.U4V RACK,4 SPACE VENTED RACKSHELF	50.58	50.58
2.00	MIDD.U2V RACK,2 SPACE VENTED RACKSHELF	40.80	81.60
1.00	MIDD.PD-1415C POWE,POWER STRIP FEC.FEC	108.78	108.78
16.00	CRES.CBL-HD-6 CABL, HDMI, 6'	27.88	446.08
8.00	HALL.UH-1BTX 'TRAN,RECE,KIT.SENDER &RECEIVER	361.60	2,892.80
2,000.00	WEST.254246F-BK WIRE, 4PR 23G SHLD CAT6 CMP	.60	1,200.00
		Sub Total	4,779.84

NON-CONTRACTED ITEMS

Quantity	Description	Price	Extension
1.00	SCAL.SW-PLAD SOFT,PLAYER LICENSE	566.34	566.34
1.00	SCAL.RM-PLAD MAINTENANCE,PLAYER LICENSE	113.72	113.72
1.00	CABLES AND CONNECTORS	414.00	414.00
1.00	RACK/MOUNTING HARDWARE	457.00	457.00
		Sub Total	1,551.06

INTEGRATION SERVICES

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY	6,457.12	6,457.12
		Sub Total	6,457.12
		Merchandise:	6,330.90
		Integration:	6,457.12
		Freight:	.00
		Sales Tax*:	.00
		Total Amount:	12,788.02

OPTION B: VIDEO WALL AUDIO
SPEAKERS AND ACCESSORIES (TIPS/TAPS# 1121914)

Quantity	Description	Price	Extension
2.00	ATLA.PM8FA-W SPEA, PENDANT, 8", WHITE	159.03	318.06
1.00	HALL.EMXHDAUD ACCE,HDMI AUDIO EXTRACTOR	134.00	134.00
1.00	CRES.CBL-HD-12 CABL,HDMI,12FT	39.02	39.02
1,000.00	WEST.25225B WIRE,2C,16G,PLENUM,GRAY	.16	160.00
1.00	STEW.DSP1002CV AMP,DUAL CHANNEL 70V AMPLIFIER	540.00	540.00
1.00	STEW.RVC-RS232 RS232 CONTROL ADAPTER FOR 5-12	81.00	81.00
1.00	STEW.RMK-HLF-S ACCE,AMPLIFIER HALF RACK MOUNT	22.00	22.00
Sub Total			1,294.08

NON-CONTRACTED ITEMS

Quantity	Description	Price	Extension
1.00	CABLES AND CONNECTORS	214.00	214.00
1.00	MOUNTING HARDWARE	155.00	155.00
Sub Total			369.00

INTEGRATION SERVICES

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY	3,317.48	3,317.48
Sub Total			3,317.48
Merchandise:			1,663.08
Integration:			3,317.48
Freight:			.00
Sales Tax*:			.00
Total Amount:			4,980.56

E. COST SUMMARY AND TERMS

PROPOSED MAIN SYSTEM TOTAL: \$292,713.33

OPTION A: VIDEO WALL UPGRADE: \$12,788.02

OPTION B: VIDEO WALL AUDIO: \$4,980.56

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

TERMS: The Customer shall issue a purchase order in accordance with the terms and conditions of this proposal.

I. 100% upon final completion

Payment shall be due within 30 days of invoice.

TIPS/TAPS: Non-contracted items are included along with equipment on Ford AV's TIPS/TAPS contract. Commodity items such as wire, connectors, rack hardware, fasteners, and hanging hardware cannot be included on the TIPS/TAPS program due to program restrictions. However, these items are essential and required in providing a complete and functioning audio-video system. Other noted non-contracted items being used are done so to provide the best possible solution for desired system functionality in instances where a like product is not available on the TIPS/TAPS contract.

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 AV reserves the right to charge for additional labor, travel, and overhead. The price is valid for 30 days from the date of this proposal.

COMMENCEMENT OF WORK:

Ford AV must receive the signed contract prior to the contract being initiated by Ford AV. Without the signed contract being received by Ford AV, no work on the contract will be taken, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford AV within the terms above, Ford AV reserves the right to stop work on the project until all payments are received by Ford AV in accordance with the terms.

CREDIT: This proposal shall not be deemed as accepted by Ford AV until the executed contract is returned to Ford AV'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 AV and are subject to the credit terms of this agreement.

NON-HIRE: Customer and Ford AV mutually agree that 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 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 AV GUARANTEES THE FOLLOWING:

- a. Equipment will be new, unless noted otherwise.
- b. All workmanship provided by Ford AV will be free of deficiencies and defects, and will be repaired, free of charge, for a period one 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 AV that were manufactured by other companies will be warranted under the standard warranty terms of the original manufacturer.
- d. If any questions arise now or in the future about the installation or operation of the system, a Ford AV engineer will be available to assist and answer any questions by phone.
- e. The warranty does not include, nor cover expendable materials used with the system installation (e.g. light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- f. Ford AV is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions such as radio and television broadcasts, cell phones, and computer wireless networks is probable and should be expected.
- g. Ford AV 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 video conferencing 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 trouble shoot or configure the customer's network, the cost of this service will be invoiced to the customer.

- 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 AV to be billable time to the Customer at Ford AV'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.) is 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 AV 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 AV during the period of warranty on any equipment of the system may invalidate the warranty.
- l. Ford AV 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 AV prior to acceptance of the system by the Customer.
- m. Ford AV may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford AV.

2. OWNER-FURNISHED EQUIPMENT (OFE):

- a. Ford AV's intent is to provide a complete system, which includes providing all the equipment. In some cases, the Customer may own equipment that they desire to be included with the Ford AV installation. Ford AV reserves the right to accept or reject equipment provided by the Customer and to charge a service fee due to the problems encountered with using equipment that is of unknown origin, service history, software revision, etc. Ford AV will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
- b. Materials or equipment provided by the Customer/Owner (OFE), if any, to be included within the work, shall be done with no warranty or guarantee by Ford AV. Use of OFE is solely for the convenience and benefit of the Customer.
- c. Ford AV shall take reasonable care in handling OFE and shall install it according to standard industry practices; however, Ford AV takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system.

- d. The Customer is responsible for installation and registration of all software on OFE computers. Ford AV will provide the customer with system requirements for Ford AV-provided software, but the Customer is responsible for installing it on the OFE PCs and/or OFE Network. All software-related customer support shall be directly provided by the software manufacturer.
- e. The Customer agrees to reimburse Ford AV for all work related to the service and/or trouble shooting of OFE with the provision that the Customer authorizes Ford AV to proceed with malfunction evaluation and repairs.
- f. In the event that OFE does not function properly, Ford AV shall notify the Customer. The Customer will 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 AV is to provide a new unit. Ford AV shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.

G. TRAINING AND DOCUMENTATION

1. BASIC TRAINING INCLUDED:

- a. Ford AV will host a training session(s) at the completion of installation and once all systems have been commissioned and are deemed to be in good working order. All system users and interested persons should attend this training so that all questions can be answered during this training.
- b. During the training, or at a separate time as agreed to by Ford AV and Customer, if requested, Ford AV 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.

H. BUILDING CONSTRUCTION, SYSTEM INSTALLATION, AND RESPONSIBILITIES

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 AV 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 AV 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 AV 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 AV is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

3. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- a. The Customer shall have a representative (one 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 AV is accurate and responsive in the event of questions or problems that may arise during installation.
- b. The Customer shall clear the facility, auditorium, or other rooms involved in the installation of all activities during the periods of installation. Ford AV 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 AV to the job site.
- d. Electrical AC Power:

In the event that AC 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.
- e. Providing and preparing adequate space for the location of equipment, speakers, video monitors, and equipment racks included in 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. Ford AV is not licensed for and does not perform any AC electrical, carpentry, painting, masonry, or carpet laying work.

4. FORD AV SHALL BE RESPONSIBLE FOR:

- a. Providing line drawings for systems
- b. Fabrication and installation of audio/video systems
- c. Recommending required AC power and conduits, to be provided and installed by the electrical contractor, for the audio/video/control systems
- d. Installation of low voltage audio/video wiring for systems
- e. Electronic testing of audio systems
- f. Tuning of audio processors
- g. Testing and alignment of video systems
- h. Training
- i. Warranty service
- j. Providing as-built drawings with wire numbers and labels

I. ACCEPTANCE

1. Customer personnel will be notified by Ford AV 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 AV and personnel representing City of Round Rock who are authorized to accept the system as complete and make final payment.

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

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford AV. 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 AV.

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

John
Lawrence

Digitally signed by John
Lawrence
DN: cn=John Lawrence, o=Ford
AV, ou, email=lawrj@fordav.com,
c=US
Date: 2015.01.07 16:03:44 -0500

John Lawrence
Account Manager

E-mail: lawrj@fordav.com
Website: www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

CITY OF ROUND ROCK

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that City of Round Rock 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.

PROPOSED MAIN SYSTEM TOTAL:	\$292,713.33	_____
		Customer Accepts
PREVENTATIVE MAINTENANCE:	\$3,695.00	_____
		Customer Accepts
OPTION A: VIDEO WALL UPGRADE:	\$12,788.02	_____
		Customer Accepts
OPTION B: VIDEO WALL AUDIO:	\$4,980.56	_____
		Customer Accepts

City of Round Rock 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 ROUND ROCK

John Lawrence

Digitally signed by John Lawrence
DN: cn=John Lawrence, o=Ford AV,
ou, email=lawrj@fordav.com, c=US
Date: 2015.01.07 16:04:09 -0500

John Lawrence
Account Manager

Authorized Signature

Victor Garcia
Division Sales Manager

Printed Name and Title

Date

Date