

**Proposal
For
OK Board of County Commissioners, OKC, OK**

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford shall provide and install the following video remodel components in the Oklahoma County Courthouse for Oklahoma Board of County Commissioners (Customer) of OKC, Oklahoma:

1. OK COUNTY COURTHOUSE: DIGITAL SIGNAGE (7 UNITS TOTAL)

- a. One (1) commercial-grade 43" 4k interactive display, with integrated Brightsign® digital media player, shall be provided and wall-mounted in landscape orientation via thinline swingarm mount near elevators on floors 1, 2, 3, 5, 6, 7 & 8. (7/ea total)
 - 1) Customer is responsible for providing and installing 120VAC power outlet and active network connection/WiFi at each display location prior to Ford installation.
 - 2) Customer is responsible for any necessary wall construction, modification, millwork/stonework prior to Ford installation.
 - 3) Customer is responsible for all signage software/licensing/content creation and management.
 - 4) Mount <https://docs.peerless-av.com/SELL%20SHEET-LIT1398-1-2-1.PDF>

2. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford is accurate and responsive in the event of questions or problems that may arise during installation.
- b. The Customer Representative, or their designee, must be available to review the *User Interface* (UI) submittal, provided by Ford. Review and approval in a timely manner is important to project execution and completion. Two (2) design reviews and revisions are included in this proposal. Additional revisions or failure to return the UI submittal within seven (7) days of receipt may result in a change order requiring additional funds to complete the project.
- c. The Customer shall clear the rooms involved in the installation of all activities during the periods of installation. Ford will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.

Ford reserves the right to modify payment terms of this Agreement if equipment is ordered and received by Ford for this project and the project is delayed, postponed, or canceled, for any reason. Ford will invoice the Customer for the equipment that has been received, or any custom ordered items, based on pricing established in this Agreement.

- d. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free, and air-conditioned environment that is secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford to the job site.
- e. Existing or Customer provided conduit and raceway must be in good condition for use and be sized appropriately for the requirements of the project.

f. **Electrical Power**

If electrical power is required to be installed or conduit systems are required to support the audio/video systems, it is the responsibility of the Customer, at their expense, to provide complete and adequate electrical power and conduit, unless otherwise noted.

- g. Providing and preparing adequate space for the location of all equipment included in the system. In the event AV equipment is installed in a finished ceiling or wall, the Customer is responsible for the refinishing.
- h. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Audio/video/control and lighting equipment produces heat which must be dissipated by ventilation or air-conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.
- i. The Customer is responsible for the installation and registration of all software on OFE computers. Ford will provide the Customer with the system requirements for Ford provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.
 - 1) The Customer is responsible for providing all necessary items to securely and reliably perform web-conferencing, including but not limited to providing/maintaining network infrastructure, network security, user accounts and credentials, antivirus software, web-conferencing provider subscriptions and software, and system configurations unless stated otherwise in this Description of Work.
 - 2) Conferencing hardware relies on third party software such as Zoom, Teams, WebEx, and Google Meet. Ford is not responsible when problems arise with third party software and services, such as software-related issues, service outages, and end of life support, or when the software supplier makes updates that modifies the user experience.
- j. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford installation personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the project.

- k. Ford is not licensed for and does not perform any electrical, structural, or mechanical engineering; in addition, Ford does not provide carpentry, painting, masonry, ceiling, or carpet laying work.
 - l. The Customer shall advise Ford in writing prior to signing a contract agreement regarding the existence of asbestos in any area that Ford may be required to work. The Ford safety policy does not allow any employee to perform work if any asbestos hazard exists. If asbestos is detected, Ford employees will be removed from the location until the location can be made safe in compliance with OSHA standard (1926.1101). Any incurred expenses related to the stoppage of work will be the responsibility of the Customer.
3. FORD SHALL BE RESPONSIBLE FOR:
- a. Fabrication and installation of audio-video-control systems
 - b. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio and video systems
 - c. Installation of low-voltage audio-video-control wiring
 - d. Electronic testing/tuning of audio-video-control systems
 - e. Training
 - f. Warranty service
 - g. Providing as-built drawings with wire numbers and labels

C. INSTALLATION SCHEDULE

- 1. Ford will provide system drawings, purchase/fabricate equipment and complete in-shop testing. The in-shop work will take approximately ten (10) weeks prior to the beginning of the actual installation at the Customer's facility. Ford estimates the actual on-site installation, test out, and commissioning of this project will take one (1) week. The total time required to complete the project is approximately eleven (11) weeks.

The completion of Ford's work depends upon the facility being secure, dust-free, air-conditioned, and quiet. Due to the ongoing delays in the equipment supply chain, delays in the scheduled installation of AV systems can occur. Ford will keep you informed if scheduling changes become necessary.

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

D. EQUIPMENT LIST

ITSW1021: DIGISIGN INSTALL

| Quantity | Description | Price | Extension |
|----------|---|-----------|-----------|
| 7.00 | PEER.SA752PU MOUN,UNIV,32"-52",ARTICULATING | 288.00 | 2,016.00 |
| | | Sub Total | 2,016.00 |

OPEN MARKET INTERACTIVE DISP

| Quantity | Description | Price | Extension |
|----------|---|-----------|-----------|
| 7.00 | BLUF.BLFN203009 43" 1080P W/ BRIGHTSIGN | 1,278.00 | 8,946.00 |
| | | Sub Total | 8,946.00 |

HARDWARE/ACCESSORIES

| Quantity | Description | Price | Extension |
|----------|----------------------|-----------|-----------|
| 7.00 | HARDWARE/ACCESSORIES | 200.00 | 1,400.00 |
| | | Sub Total | 1,400.00 |

ITSW1021: INTEGRATION SERVICES

| Quantity | Description | Price | Extension |
|----------|--------------------------------|-----------|-----------|
| 1.00 | ITSW1021: INTEGRATION SERVICES | 13,600.00 | 13,600.00 |
| | | Sub Total | 13,600.00 |

OK COUNTY COURTHOUSE: DIGITAL SIGNAGE SYSTEM TOTALS

| | |
|---------------|-----------|
| Merchandise: | 12,362.00 |
| Integration: | 13,600.00 |
| Freight: | 1,938.00 |
| Sales Tax: | .00 |
| Total Amount: | 27,900.00 |

E. COST SUMMARY AND TERMS

PROPOSED TOTAL: \$27,900.00

TAXES: 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 (PO) in accordance with the terms and conditions in this proposal J286796 and OK State Contract #ITSW1021.

100% invoiced upon completion.

All invoices are due Net 45.

Check and Electronic Funds Transfer (EFT) are accepted forms of 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.

It is agreed that the estimated duration of Ford's portion of this project is seventeen (17) weeks from the proposal acceptance date. In the event of a delay or extension of time, through no fault of Ford, Ford shall be entitled to receive a change order for the additional cost of overhead and other costs resulting from the delay. In addition, any outstanding Customer unpaid invoices and unbilled costs incurred by Ford shall become due and payable regardless of contract scheduled payments.

COMMENCEMENT OF WORK:

Ford must receive the enclosed contract signed by the Customer and/or a Customer-provided and Ford approved purchase order (PO) that specifically accepts and includes ALL terms and conditions outlined in this proposal, along with any payment terms and provisions included in this proposal before the agreement will be considered fully accepted and executed by Ford. Receipt of the above-mentioned documents and payments is a condition precedent to Ford's obligation to perform any work contemplated under this contract, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford within the terms above, Ford reserves the right to stop work on the project until all payments are received by Ford in accordance with the terms.

CREDIT: This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance.

CHANGES: Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford and are subject to the credit terms of this agreement.

NON-SOLICITATION:

The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following

the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

- a. Equipment will be new, unless noted otherwise.

2. STANDARD WARRANTY

- a. Equipment and installation provided by Ford in this proposal will be free of defects and will be repaired or replaced, free of charge, for a period of two (2) years from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.
- b. Equipment and materials provided by Ford that were manufactured by other companies will be warranted under the warranty terms of the original manufacturer.
- c. The warranty does not include or cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- d. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "dropouts", distortion, and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and television broadcasts, cell phones, and computer wireless networks, is probable, and should be expected.
- e. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.
- f. Systems installed by Ford use network protocols to transmit content and data for audio, video, and control. Any modifications to the network, including, but not limited to, firmware updates, readdressing endpoints, or changes in hardware, including replacing audio, video, and control components, can cause the systems to fail. Failures, such as the ones listed, are not warranty issues and therefore not covered under the Ford warranty described herein.
- g. The term "Software" as used in this document includes all editable source files, un-editable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

Unless otherwise expressly agreed in writing, all Software created by Ford remains the property of Ford, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company without prior approval from Ford.

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

3. OWNER-FURNISHED EQUIPMENT (OFE):

- a. Ford's intent is to provide a complete system including all equipment. In some cases, the Customer may own equipment which they desire to be included with the installation. Ford identifies this as OFE.
- b. The use of OFE is solely for the convenience of the Customer and is not included in the warranty or guarantee provided.
- c. Ford shall take reasonable care in handling OFE and install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system. Ford reserves the right to accept or reject OFE based on the equipment's service record, or lack thereof, poor condition, or out of date software/firmware. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
- d. In the event that OFE does not function properly, Ford shall notify the Customer to determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.
- e. The existing equipment, removed as a courtesy by Ford, that is not being reused, shall be handed over to the Customer. Ford is not responsible for the existing equipment or its condition when received by the Customer.

G. TRAINING AND DOCUMENTATION

1. TRAINING INCLUDED:

- a. Ford will host a training session near the completion of installation. All system users and interested people 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.

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.
- b. Any increased cost must be approved, in writing, by the Board of County Commissioners before being incurred.

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.
3. Vibrations caused by HVAC units, pumps, environmental issues (loud adjacent spaces, traffic, airplanes, etc.), or general construction materials and methods, can cause unwanted audio intelligibility issues and image issues with cameras, video projectors, flat panel displays, and direct view LED video wall walls. Issues such as these typically require specialized engineers and contractors and are not the responsibility of Ford.

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 Oklahoma Board of County Commissioners 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.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 405-945-2082.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Jason W Shuck

Jason W. Shuck
Senior Account Manager

405-945-2082 o
shuckj@fordav.com
www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

**OK BOARD OF COUNTY COMMISSIONERS
and**

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that Oklahoma Board of County Commissioners and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of \$27,900.00, for the purchase and installation of equipment and services described in the attached proposal. This contract shall terminate on June 30, 2025.

Oklahoma Board of County Commissioners 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

OK BOARD OF COUNTY COMMISSIONERS

Jason W. Shuck
Senior Account Manager

Authorized Signature

Scott D. Abbott
Senior Vice President

Printed Name and Title

Date

Date

County Request No. 536

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 07/08/2024 Department: District 2

State the nature of the legal request: _____

Review as to legality and form - Revised agreement with Ford AV for OK County Courthouse Digital Signage.

RECEIVED

JUL 08 2024

CIVIL DIVISION
DISTRICT ATTORNEY

Jessica Clayton, Chief Deputy D2
County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 7/9/2024

[Signature]
Assistant District Attorney