

**WYOMING LEGISLATURE
LEGISLATIVE SERVICE OFFICE**

**CONTRACT FOR MAINTENANCE AND TECHNICAL SUPPORT
WITH FORD AUDIO-VIDEO SYSTEMS, LLC.**

1. **Parties.** The parties to this Contract are the Wyoming Legislature acting by and through the Legislative Service Office, 200 W. 24th Street, Cheyenne, Wyoming 82002 (LSO) and Ford Audio-Video Systems, LLC, 4800 West I-40 Service Road, Oklahoma City, Oklahoma, 73128-1208 (Contractor).
2. **Purpose.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide preventative maintenance and onsite technical support for equipment provided and installed by the Contractor.
3. **Term of Contract.** This Contract is effective when all the parties have executed it (Effective Date) and shall remain in full force and effect through January 1, 2025. All services shall be completed during this term. This Contract may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the LSO.
4. **Payment.**
 - A. The LSO agrees to pay the Contractor for the services described in Section 5 below as incorporated in a duly executed Work Order. Contractor shall submit invoicing in sufficient detail to ensure that payment is made in conformance with this Contract.
 - B. Hourly labor rates for work performed are as follows:
 - i. For work performed during normal business hours (between 8:00 AM – 5:00 PM, Monday through Friday)
 1. For field engineers: one hundred seventy-five dollars (\$175.00);
 2. For engineers: two hundred five dollars (\$205.00);
 3. For programmers: two hundred five dollars (\$205.00);
 - ii. For work performed outside of 8:00 AM to 5:00 PM and on Saturday:
 1. For field engineers: one hundred ninety-five dollars (\$195.00);
 2. For engineers: two hundred thirty-five dollars (\$235.00);
 3. For programmers: two hundred thirty-five dollars (\$235.00);
 - iii. For work performed after 12:00 AM, on Sundays or holidays:
 1. For field engineers: two hundred twenty-five dollars (\$255.00);
 2. For engineers: two hundred ninety-five dollars (\$295.00);
 3. For programmers: two hundred ninety-five dollars (\$295.00).
 - C. Reasonable travel expenses, lodging, and meals, excluding alcoholic beverages, shall be reimbursed at actual cost, plus twenty percent (20%). Receipts are required for airfare, lodging, meals and other incidental travel expenses costing more than fifteen dollars (\$15.00). Contractor shall charge eighty dollars (\$80.00) per hour for administrative time in preparing and compiling receipts for submission as requested by the LSO. Air travel shall be reimbursed at the basic or economy rate.

Contract for Maintenance and Technical Support with
Ford Audio-Video Systems, LLC.

Mileage shall be reimbursed at the nontaxable federal rate. Service technicians, engineers, and programmers shall be reimbursed at an hourly rate of eighty dollars (\$80.00) per hour for travel time. Ford shall provide an estimate for travel, which may be required to facilitate a repair, prior to incurring expenses.

D. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of the LSO.

5. Responsibilities of the Contractor. The Contractor agrees to:

A. Annually perform pre-scheduled service calls, during normal business hours, for the purpose of conducting routine preventative maintenance for the equipment identified in the As-built Drawings of Ford Job #1990216, and verifying the general operation of the equipment and perform repairs, if required. Notice shall be sent to the LSO if the Contractor identifies malfunctioning equipment or improper system operation. Routine preventative maintenance includes the following and will be detailed in a Work Order:

- i.** Video displays shall be visually inspected and tested for system capabilities;
- ii.** Speakers and subwoofers shall be audibly inspected and tested to verify proper operation;
- iii.** Amplifiers and processors shall be visually and audibly inspected and tested to verify operation;
- iv.** Active audio-video inputs and outputs shall be tested and verified;
- v.** Video projectors shall be visually inspected and tested to verify operation including alignment, source synchronization, color and contrast, clean filters, if applicable, and record and report lamp hour;
- vi.** Control systems and general systems operation shall be verified for operation per the original system design including system and equipment functionality, power up/down sequences, signal and switching and routing, replacement or repair of equipment, if applicable, changes and updates to existing control system functionality including programming, if requested by LSO. User interface controls and graphics are not included in this Agreement;
- v.** Completion of the checklist for each space assessed, contained in Attachment A, which is incorporated by this reference.

Break-fix, equipment repairs, programming changes, labor, materials, travel, shipping and handling fees required to repair or restore a system to normal operation, shall be quoted to the LSO for work to be performed under Work Order as described in Section 6.

B. At the request of the LSO, annually, provide an Audio-Visual (AV) Support Technician for two (2) days to provide AV support during major events and coordinate and assist with system and room readiness. Unless otherwise notified by the LSO, for General Sessions commencing in years ending with an odd number, service shall begin on the second Tuesday of January, and for Budget

Sessions commencing in years ending with even number, service shall begin on the second Monday of February.

C. Provide other AV work for the Wyoming State Legislature on an as-requested basis at the hourly rates provided in Section 4.B. via Work Order.

D. Review, suggest edits, and approve mutually agreed upon Work Orders. Contractor shall provide an estimate for travel, which may be required to complete any Work Order prior to commencing work. Contractor shall provide an estimate for any supplies, materials, or equipment necessary to complete a proposed Work Order prior to commencing work.

E. The LSO and Contractor shall walk work area prior to work commencement to document existing conditions. Contractor shall leave job site in an orderly and clean condition and return any disturbed areas to their pre-existing state. The LSO reserves the right to inspect the worksite upon completion of work by Contractor. Any deficiencies identified by the LSO shall be rectified by the Contractor at their expense within a reasonable timeframe to be mutually agreed upon by the parties.

F. To the greatest extent practicable, utilize staff located in Contractor's Denver, Colorado office to complete any Work Order.

6. **Responsibilities of the LSO.** The LSO agrees to:

A. Prepare Work Orders to commence work under this Contract, which shall include the work to be performed, measurable deliverables, the approximate hours necessary to complete each deliverable, the estimated budget, and the timeline associated with completion of each Work Order.

B. Pay the Contractor for work performed under a Work Order entered into under the Contract upon completion and acceptance of the work by the LSO.

C. When Contractor is onsite pursuant to an approved Work Order, provide Contractor office space, desk phone, computer/printer access, a badge/security credentials for access to buildings and rooms, parking accommodations, a prioritized work schedule, instruction on the use of any internal systems, including help desk service queues, work order management and room/resource scheduling.

7. **Special Provisions.**

A. **Authority to Sign.** The Director of the LSO is empowered to be the signatory on all contracts, agreements or modifications pertaining to this project on behalf of the LSO. The Contractor, Ford Audio-Video Systems, LLC, is empowered to be the signatory on all contracts, agreements or modifications pertaining to this project on behalf of the Contractor. Such agreements, etc., not bearing these signatures or that of a designee are invalid insofar as contractual relations between the LSO and Contractor are concerned.

B. **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates

this warranty, the LSO may, at its discretion, terminate this Contract without liability to the LSO, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

C. Monitoring Activities. The LSO shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

D. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.

E. Non-solicitation. The LSO and Contractor mutually agree, because of the high cost of training an employee, 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. Owner-Furnished Equipment (OFE).

i. Materials or equipment provided by the LSO (OFE), if any, to be included in this Agreement, shall be serviced by Contractor.

ii. The LSO may have products that require an active maintenance contract from the manufacturer in order to receive software/firmware updates and support from that specific manufacturer. Unless specifically identified herein, Contractor has not included any manufacturer specific maintenance agreements or manufacturer support agreements or fee(s) pertaining to such, as part of this Agreement. Contractor can make no guarantee concerning support of these products without a valid and active maintenance contract from the manufacturer.

iii. The LSO is responsible for the installation and registration of all software on OFE computers. Contractor shall provide the LSO with system requirements for the software. However, the LSO is responsible for installing the software on the OFE computers and/or the OFE network. All software-related customer support shall be directly provided by the software manufacturer.

iv. Scaffolding or lifts provided by the LSO for use by Contractor must meet OSHA safety standards and be satisfactory to meet the needs of the Contractor's service personnel. In the event the LSO furnished scaffolding or lifts are unacceptable, Contractor will present a change request detailing the additional cost and time extension required to complete the service call.

G. Restrictions on Communication. In performing its responsibilities under this Contract, the Contractor agrees to obtain approval of the LSO in advance with respect to all communications with legislators and all other Wyoming state and local government officials under this Contract. The Contractor shall not communicate with the media or any other member of the public under this Contract without the prior approval of the LSO, except to acknowledge that a contract with the LSO for the performance of services does exist and to describe the structure of the Contract.

H. Warranty. Work performed by Contractor has a ninety (90) day workmanship warranty.

8. General Provisions.

A. Amendments. Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed, and signed by all parties to this Contract.

B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment Prohibited and Contract Shall Not be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the LSO.

D. Audit and Access to Records. The LSO and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.

E. Availability of Funds. Each payment obligation of the LSO is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation, and which may be limited for any reason including, but not limited to, legislative or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the LSO at the end of the period for which the funds are available. The LSO shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the LSO in the event this provision is exercised, and the LSO shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. Award of Related Contracts. The LSO may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the LSO in all such cases.

G. Certificate of Good Standing. The Contractor shall provide to the LSO a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.

H. Compliance with Laws. Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

I. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Contractor in the performance of this Contract will be kept confidential by Contractor until publicly released by the LSO or until written permission is granted by the LSO for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify the LSO within ten (10) days of such request and not release such information to a third party unless directed to do so by LSO.

J. Entirety of Contract. This Contract, consisting of nine (9) pages, and Attachment A, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.

K. Extensions. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the LSO and shall be accomplished through a written agreement between the parties entered into before the expiration of the original Contract or any valid amendment thereto and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

M. Indemnification. The Contractor shall release, indemnify, and hold harmless the State, the LSO, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.

N. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming or the LSO for any purpose. Consistent with the express terms of this Contract, Contractor shall be free from control or direction over the details of the performance of services under this Contract. Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract will be interpreted as authorizing Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the LSO, or to incur any obligation of any kind on the behalf of the State of Wyoming or on behalf of the LSO. Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Contractor or Contractor's agents and/or employees as a result of this Contract.

O. Insurance. The Contractor shall maintain commercial general liability insurance and, if statutorily required, Wyoming workers' compensation, employer's liability insurance, and unemployment insurance.

P. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

Q. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, e-mail, or delivery in person. Notice provided by e-mail will be delivered as follows:

LSO: Joe Peterson
joe.peterson@wyoleg.gov
200 W. 24th Street
Cheyenne, Wyoming 82002

Contractor: Greg Bowes
boweg@fordav.com
4800 West I-40 Service Road
Oklahoma City, Oklahoma, 73128-1208

R. Notice and Approval of Proposed Sale or Transfer. Contractor shall provide the LSO with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of Contractor. Such notice will be provided in accordance with the notices provision of this Contract. If the LSO determines that the proposed merger, consolidation, sale, or

transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the LSO may, at its option, terminate or renegotiate this Contract.

S. Publicity. Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for Contractor, will identify the LSO as the sponsoring agency and will not be released without prior written approval from the LSO.

T. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract will continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

U. Sovereign Immunity. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the LSO expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract will not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity will be construed in favor of sovereign immunity.

V. Subcontractors. On and after the effective date of this Contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written notice to the LSO. The LSO shall have ten (10) days following written notification of the use of any subcontractor, outside associate or consultant to perform any portion of this Contract to object to the subcontractor, outside associate or consultant, or perform the services itself if the LSO determines it can provide the services. If reasonable grounds for the objection exist, the LSO and the Contractor shall then negotiate in good faith for the selection of an alternative party.

W. Taxes. Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

X. Termination. This Contract may be terminated, without cause, by the LSO upon thirty (30) days written notice. This Contract may be terminated by the LSO immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. If the work is not progressing satisfactorily or within the terms of this Contract in the opinion of the LSO, after written notice to the Contractor, the LSO may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to payment for all work accomplished and accepted by the LSO through the date of termination, including all costs incurred as a result of termination, including custom fabricated materials, restock fees, and freight expenses.

Y. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract will not be construed so as to create

such status. The rights, duties and obligations contained in this Contract will operate only between the parties to this Contract and will inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

Z. Time is of the Essence. Time is of the essence in all provisions of the Contract.

AA. Titles Not Controlling. Titles of sections and subsections are for reference only and will not be used to construe the language in this Contract.


BB. Waiver. The waiver of any breach of any term or condition in this Contract will not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach will not constitute a waiver.

CC. Counterparts. This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

9. Signatures. The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:
Legislative Service Office



Matt Obrecht, Director

Dec 13, 2023

Date

CONTRACTOR:
Ford Audio-Video Systems, LLC



Greg Bowes, Director of Contracts & Construction

Dec 13, 2023

Date

**ATTACHMENT A TO THE CONTRACT FOR MAINTENANCE AND TECHNICAL
SUPPORT WITH FORD AUDIO-VIDEO SYSTEMS, LLC**

AV ROOM CHECKLIST

ROOM: _____ **DATE:** _____

- **ZOOM AND SERVICE PC'S**
 - Powered on and functioning.
 - Plugged into the AV system as needed.
- **AUDIO AND DSP**
 - Audio DSP Core Processors
 - House and Senate Chamber Cores fail over to back up and work as expected.
 - Meeting room Core's work as expected.
 - Mic/line input cards are working as expected and lines are secure.
 - Audio DSP Chanel Expander I/O-8 FLEX working as expected and lines are secure.
 - Audio Distribution Amplifiers are working as expected.
 - Ambient Microphones are working as expected.
 - Microphone inputs
 - Wired
 - For desk/dais units, verify mix-minus audio works from station to station.
 - Check mute/unmute functions.
 - Verify Camera tracking is working. (LSO IT will adjust if necessary)
 - Wireless
 - Verify that transmitters are removed from unit when done testing.
 - Check for coverage around the room.
 - Check mute/unmute functions on touch panel.
 - Feed to Press - verify that feed is live or not, as per the privacy control on touch panel.
 - Assistive Listening System
 - Belt pack headphone can hear presentation/mics.
 - T-Coil can hear presentation/mics.
 - Verify that transmitters are on correct RF channel – See table below.
 - Meeting Audio
 - Far End can be heard without echoes.
 - Near end audio cannot be heard within the room (unwanted loop-back)
 - Overflow and Room Speakers
 - Expected source is playing.
 - Volume control for Ceiling loudspeakers is functioning as expected.
 - Volume is acceptable.
 - Desk Speakers
 - Expected source is playing.
 - Volume is acceptable.

- A4-Flex units
 - A4-Flex units are provided POE+ from switch.
 - Units are all on same updated firmware level as needed.
 - Grounding strap is in place.
- **AV EQUIPMENT RACK**
 - Verify all equipment is in order and working Ensure the equipment matches the As-Built drawings.
 - Verify all connections are secure and not showing signs of possible failure.
 - Verify the operating temperature is within specs of the equipment and fans are working correctly.
 - Inspect and test UPS to ensure that it is working as expected.
 - Note: House and Senate IDF rooms are on generator power – ensure equipment is plugged into the proper receptacles.
- **VIDEO**
 - Verify in-room routing and meeting routing.
 - Cameras
 - Computer inputs
 - Displays/Projectors
 - Powered on as needed.
 - Showing appropriate content
 - Image shown is correct size/aspect ratio.
 - Cameras
 - Powered on.
 - Routing as expected.
 - Focused/ Able to view needed subject.
 - Lens is clean.
 - Presentation Devices
 - Clickshare puck is paired.
 - Firmware is up to date.
 - Video works as expected.
 - Audio works as expected.
 - Test all AMX Encoder/Decoder units for proper operation and update firmware as needed. Ensure HDMI inputs are working as expected.
 - LCD Display's
 - Turn on and work as expected.
 - Newline Touch Overlays/Whiteboards/Interactive Displays
 - Powered on and function as expected.
- **CONTROL**
 - Room Touch Panel
 - Controls room sources and destinations as expected.
- **PORTABLE LECTERNS FLOOR INPUTS AND WALL MEDIA INPUTS**
 - Plug in and test for proper operation.
 - Audio and video route as needed.

Assisted Listing Table	
Room	Assisted Listing Channel
House Chamber	1
Senate Chamber	2
JAC	4
Historic Supreme Court	5
PMR 110	7
Auditorium	8
PMR113	9
PMR 1	11
PMR 2	12
PMR 3	13
PMR 4	14
PMR 5	15
PMR 6	16