



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee

From: Thomas Lamb, Chief Operating Officer Office

Date: June 16, 2023

Re: Purchase Order with Valley Communications Systems Inc. for Hardware and professional services for conferencing for hybrid meetings with AV equipment

Answer all questions and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information			
Vendor Name:	Valley Communications Systems, Inc.		
Doing Business as: (DBA)			
Vendor Address:	20 1 st Avenue, Chicopee, MA 01020		
Vendor Contact Name:	Kennon Fisher		
Vendor Contact Email:	KenF@valleycommunications.com		
Is the contractor a minority or women owned small business?			No
Agreement/Contract Information			
New or Renewal Agreement/Contract?		New – State Contract	
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From	July 1, 2023	To June 30, 2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$49,538.40		
Funding Source Name: Acct. #:			
Contract #: <small>(Local or State)</small>	State 19PSX0015		



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Key Questions:

1. What specific service will the contractor provide:

The vendor will provide the hardware and professional services required to provide a mobile solution for software-based soft codec conferencing utilizing AV equipment.

2. How was the contractor selected? **Attach appropriate supporting documents*

- ☐ Quotes
- ☐ Sealed Bid # _____
- ☐ Sole Source # _____
- ☐ RFP# _____
- ☒ State Contract # 19PSX0015
- ☐ Exempt Professional
 - ☐ Accountant
 - ☐ Actuary
 - ☐ Appraiser
 - ☐ Architect
 - ☐ Artist
 - ☐ Dentist
 - ☐ Engineer
 - ☐ Expert Professional Consultant
 - ☐ Land Surveyor
 - ☐ Lawyer
 - ☐ Physician/Medical Doctor

3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:

a. Please explain how the vendor was chosen? **Attach Vendor Proposal*

Quote – State Contract

b. Who were the members of the selection committee? *(Minimum 3 members required)*

N/A – State Contract



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Key Questions: - Continued

4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?

N/A - New

5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? *Attach Renewal Letters

N/A – New

6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?

New – No previous contract similar for comparison.

7. Is this a service that existing staff could provide? Why or why not?

No this is a purchase order request for the hardware needed for the district to have hybrid board meetings.



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Agreement/Contract Processing Checklist

To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.

Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement Contract Checklist\2022-2023

1. Has this vendor performed service(s) in prior fiscal years?	
If Yes,	Vendor #70230
If No or New,	Vendor must provide completed W9
2. A quote or proposal submitting regarding the agreement/contract.	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u> It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u> Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.	
Emailed Disclosures are acceptable.	



New Haven PS - Barack Obama Magnet - Hybrid Room - 100919

This Agreement is between

New Haven CT Public Schools

Barack H. Obama Magnet University School
69 Farnham Avenue
New Haven, CT 06515

State Contract: CT 19PSX0015

Valley Communications Systems, Inc.

20 1st Ave.
Chicopee, MA 01020-4619
800-522-4136
www.valleycommunications.com
Contact: Kennon Fisher

Grand Total \$ 49,538.40

Scope Of Work

Definitions of terms used in this proposal are listed in the "Definitions and Abbreviations" section.

Executive Summary:

This proposal includes hardware and professional services required to provide a mobile solution for software-based soft codec conferencing utilizing existing AV equipment and the Client's laptop. This mobile cart can be moved around between three buildings in the large meeting rooms providing the space has a XLR balanced input available on the existing audio system and an HDMI input to the existing video system as well a connection to the OFE network.

A User will be able to:

- View or present visual content on an existing display or projector via HDMI connectivity.
- Hear audio reproduction from a space's existing audio system with XLR balanced input.
- Be seen on the far-end of a video conference through a new PTZ camera.
- Be heard on the far-end of an audio call thanks to 12 new wireless discussion microphones.
- Connect up to 1 wired microphone as a backup or augmentation to the wireless discussion system.
- Control system functionality by using the OFE laptop that is going to run the conference call. The OFE laptop will be set to not send audio via HDMI and set to send audio using USB.
- Individuals will be able to mute or unmute their microphone, control the level of the local loudspeaker, and headphone output. The touch screen on the discussion mics can also be used for delegate voting or other advanced features if configured to do so by the Client using Shure's

software and web application.

Please see noted below:

- When using the new system for video or audio conferencing, the existing microphones and wireless microphones will be available for in-room voice lift only and not reproduced on the far end.
- Due to the ability to place or move the microphones in this system there may be audible echoes or glitches when the microphones are moved and the audio DSP needs to automatically adjust the AEC.
- The equipment rack and audio system has docks that will recharge the wireless microphones batteries. The system will need to be connected to AC power when not in use for the microphones to remain charged.
- The individual wireless microphones need to be placed in such a way so that the person speaking into the microphone is closer than any existing loudspeakers. The audio system in the space where this new conferencing system will be added may need to have the level adjusted by the system operator/user to avoid any issues or feedback. Improper microphone setup could result in poor sound on the far end or even in a worst-case scenario feedback in the local audio system.

Scope of Work:

As described in This Document, VCS will provide the AV Equipment and Services required to provide the functionality described herein. Client Responsibilities are listed in detail at the end of This Document.

The following sections list specific functionality or technical limitations as applicable to the system(s) described in This Document. Additional features or functions may be available, although any such feature or function should not be considered a part of this Proposal.

Mobile Conferencing Cart

Audio Visual:

VCS will provide and install one new audio DSP that will feature software-configurable signal processing including signal routing, mixing, equalization, filtering, dynamics, 4 Channels of acoustic echo cancellation, and delay as well as logic I/O, control, monitoring, and diagnostic tools. This DSP will allow microphone signals to be blended, balanced, and otherwise processed such that they can be routed and used for audio/video conferencing or local sound reinforcement.

VCS will provide and install 12 wireless microphone conferencing units with 16" Cardioid gooseneck microphones. These units can be configured for Chairman, Delegate, Listener, or Ambient Microphone operation and support multiple microphone activation modes to suit different meeting styles. VCS will also provide charging bays for each battery. These microphones provide the following:

- 4.3 inch color touchscreen displays user controls, voting, or meeting information
- 10-pin modular lockable connection for MXC-series gooseneck microphones
- Built-in loudspeaker remains on when microphone is activated
- Speak and mute/function buttons with LED status indicators
- NFC ID card slot for participant identification
- Dual 3.5mm headphone jacks with volume controls
- SB930 removable rechargeable Li-Ion battery (included) provides over 11 hours of runtime

VCS will provide one (1) 9' HDMI cable to connect to the existing HDMI input for the existing video system, one (1) 10' LAN cable to connect to the buildings existing network, one 10' USB cable to connect to the new DSP, one (1) 50' active USB cable to connect to the new PTZ camera, and one (1) 50' LAN cable to connect

to the PoE on the new DSP to power the new camera.

Conferencing:

VCS will provide and install one (1) new USB PTZ camera. This camera will provide a 76-degree horizontal field of view, vertical field of view of 46-degree, direct field of view of 85-degrees, and a 12x zoom. The camera will connect via USB 2.0 to the user's laptop to be used during soft codec conferencing. This camera provides the following features:

- Dynamic auto framing: secondary AI lens detects all participants, new participants trigger PTZ lens to dynamically frame all participants
- Preset framing tracks both preset area and speaker*
- Simultaneous 3-way output: USB, HDMI and IP connections
- Gesture control provides intuitive camera controls
- HDMI Picture in Picture (PIP) function
- Smart gallery** offers visibility for individual participant in the meeting room
- Cableless access to meetings: Get rid of USB cable connections with AVer virtual USB streaming technology** (One RJ45 cable transfers IP streaming to USB.)

- *Make sure preset areas are within AI lens' view

- **Download PTZ App 2 to set up Smart gallery, USB virtual streaming and Preset Link functionality

User Interface and Control:

A user will control the soft codec call using the controls in the meeting on the OFE laptop. The OFE laptop will be set to not send audio via HDMI and set to send audio using USB.

Equipment Rack and Furniture:

VCS will provide and install a mobile equipment rack with 24 rack units, hardware, blanks, and accessories as listed in the BOM.

Owner Furnished Equipment:

VCS assumes the following OFE is operational and available at the time of installation:

1. XLR balanced input within 25' to the existing audio system
2. HDMI input withing 25' to the existing video system
3. Network connectivity withing 10'
4. 120v Power within 20' to power the mobile cart

Services and Exceptions:

Services:

VCS will provide installation services required to install the system(s) as described or summarized in this Proposal. VCS calculated labor using non-union labor rates unless stated otherwise.

Other services may include the following:

- Engineering and Drafting
- Control Systems and DSP Programming
- Project Management
- User Training
- Delivery, General and Administrative, and Permit Fees

VCS believes that The Client has the right to own the intellectual property produced as described in this proposal.

Exceptions:

VCS will coordinate as appropriate on work done by Others that pertains to the installation of the system described in this Proposal. The following is an abbreviated list of items that will be the responsibility of Others unless specifically stated as otherwise in This Document (see "Client Responsibilities" for more information):

- All high voltage wiring (120V/240V)
- All Telephone/Data work
- Modifications to millwork or custom tables
- Blocking to support wall mounted AV Equipment
- Removal or patching of fire stopping
- Painting, patching or finishing of architectural surfaces
- HVAC, plumbing, sprinkler head and lighting fixture relocation

Definitions and Abbreviations:

Definitions:

- **Equipment** – Devices as described in this Proposal and listed in the BOM.
- **Client** – Also "Owner," The awarding authority, facility owner, end user, or final recipient of the installed system as defined in this Proposal, or a representative thereof, or Others.
- **Others** – A service provider or contractor responsible for work excluded in this Proposal or other applicable documentation.
- **Proposal** – This document and the terms, conditions, and listed pricing for products or services, as well as exclusions, assumptions, responsibilities, or other written documentation.
- **User** – A person who uses or operates AV Equipment.
- **VCS or Valley** – Valley Communications Systems, Inc. or licensed subcontractors.

Abbreviations:

- **ALS** – [Assistive Listening System](#)
- **BOM** – Bill of Materials
- **DSP** – Digital Signal Processor
- **EDID** – [Extended Display Identification Data](#)
- **HDCP** – [High-bandwidth Definition Content Protection](#)
- **LAN** – [Local Area Network](#)
- **NB** – Non-Billable
- **OEM** – [Original Equipment Manufacturer](#)
- **OFE** – Owner Furnished Equipment
- **PoE** – [Power over Ethernet](#) (Defined in IEEE 802.3)
- **SOW** – Scope of Work

LINE ITEM DETAILS

Barack Obama Magnet School: 1st Floor: Gym |: Equipment Rack "ER"

		Unit Price	Price
Unassigned			
12	Shure MXC416DF/C 16 inch Dual Flex Gooseneck Mic, Cardioid	288.88	3,466.56
12	Shure MXCW640 Wireless Conference Unit combines a microphone, loudspeaker, and user controls in an integrated wireless unit. Includes one battery.	1,422.04	17,064.48
1	Shure MXCWAPT-A Wireless Access Point - PoE - Up to 125 Conf Units	3,557.60	3,557.60
2	Shure MXCWNC5-US 10 Bay Networked Battery Charger for SB930	1,067.15	2,134.30
8	Shure SB903 Lithium-ion battery for SLX-D Wireless Transmitters	47.65	381.20
12	Shure SB930 [NB] - [OFE] - Rechargeable Battery for MXCW64 included with the MXCW640	0.00	0.00
Audio Visual			
1	Biamp Incoming Freight Incoming Freight	138.60	138.60
1	Biamp TesiraFORTE X 400 Meeting Room DSP with 4 integrated PoE+ ports. AVB & Dante, 2x2 analog I/O, Stereo USB and 4 channels of AEC. Includes Biamp Launch automatic discovery and tuning	3,415.50	3,415.50
Equipment Rack and Furniture			
1	Luxor RE20 Retractable Power Cord - 20 Ft.	89.92	89.92
1	Middle Atlantic D2 2 Space (3 1/2") Rack Drawer, Black Brushed Finish	201.63	201.63

1	Middle Atlantic FI-2 Customizable Foam Insert For a 2RU Drawer	46.31	46.31
1	Middle Atlantic HPS 25 Pc. Black 10-32 Phillips Screws W/ Washers	8.19	8.19
1	Middle Atlantic RFR-2428BR RFR Reference Series Mobile Furniture Rack	1,575.75	1,575.75
3	Middle Atlantic SS Full Extension Sliding Shelf, 1 Space	188.10	564.30
1	Valley Incoming Freight to Valley Incoming Freight to Valley	200.00	200.00
1	Valley Rack Hdwe - 13RU - 30RU Core Misc Core rack hardware for 13RU - 30RU racks	225.01	225.01
Cables and Connectors			
5	Belden 22-2C-SH-WHT-EA 22 AWG, 1 pair, non plenum, shielded intercom/paging/public address cable. per foot white	0.18	0.90
1	Comprehensive MCAT6-10PROGRN MicroFlex Pro AV/IT CAT6 Snagless Patch Cable GREEN 10ft	12.36	12.36
2	Comprehensive MCAT6-10PROGRY MicroFlex Pro AV/IT CAT6 Snagless Patch Cable Gray 10ft	12.36	24.72
2	Comprehensive MCAT6-10PROYLW MicroFlex Pro AV/IT CAT6 Snagless Patch Cable YELLOW 10ft	12.36	24.72
1	Comprehensive MHD48G-9PROBLK MicroFlex™ Pro AV/IT Integrator Series™ Certified Ultra High Speed 8K 48G HDMI Cable with ProGrip™ Jet Black 9ft	39.59	39.59
1	Comprehensive USB2-AB-10ST USB 2.0 A Male To B Male Cable 10ft	5.36	5.36
1	Comprehensive XLRP-XLRJ-15ST Standard Series XLR Plug to Jack Audio Cable 15ft	18.14	18.14
1	Comprehensive XLRP-XLRJ-25ST Standard Series XLR Plug to Jack Audio Cable 25ft	23.09	23.09
1	Hosa Technology PHX-106M .5' Hosa Technology XLR 3-Pin male to Phoenix 3-Pin male adapter cable 6"	7.12	7.12
1	Middle Atlantic PD-915R-SP Power distribution, 15 amp, 9 outlet, 19" full rackmount	641.25	641.25

1	Mockett AG3-90 3/4" Grommet - Black	4.13	4.13
Owner Furnished Equipment			
1	Owner Furnished Laptop [NB] - [OFE] - Laptop - Provided by Client or System User	0.00	0.00
1	Owner Furnished Network [OFE] - Client Network Connections	0.00	0.00

Barack Obama Magnet School: 1st Floor: Gym |: Camera 1 "C1"

		Unit Price	Price
Conferencing			
1	AVer CAM550 4K Dual Lens PTZ Camera with AI Technology, 12x Optical Zoom. Includes wall mount, power adapter, and USB 3.1 cable.	1,922.15	1,922.15
Equipment Rack and Furniture			
1	Manfrotto 015 Adapter 3/8"F to 1/4"-20M, 20mm Long	12.99	12.99
1	Manfrotto MT290XTA3US XTRA Three-Section Aluminum Tripod	222.04	222.04
Cables and Connectors			
1	Comprehensive CAT6-50PROBLK Pro AV/IT Cat6 Cable, RJ45 Male to RJ45 Male Heavy Duty Patch Cable - Black 50ft - 550 Mhz	121.49	121.49
1	Comprehensive USB2-AB-50PROA Pro AV/IT Active USB A Male to B Male 50ft (Center Position)	62.69	62.69
2	Pro Tapes & Specialties YGT-50 Gaffers Tape 2 Inch x 50 Yards - FLUOR YELLOW	32.70	65.40
50	Techflex, Inc. CCPT3X - EA Techflex Flexo Clean Cut Tubing 1/4-Inch to 3/4-Inch PER FOOT	0.38	19.00

Labor, Permits, and Fees

		Unit Price	Price
Professional Services and Fees			

1	Valley Commissioning Commissioning of systems - 16hrs @ \$125/hr	\$2,000.00
1	Valley CT 19PSX0015 - Audio Programming CT 19PSX0015 - Audio Programming - 4hrs @ \$130/hr	\$520.00
1	Valley CT 19PSX0015 - Delivery CT 19PSX0015 - Delivery - 20hrs @ \$65/hr	\$1,300.00
1	Valley CT 19PSX0015 - Engineer CT 19PSX0015 - Engineer - 20hrs @ \$125/hr	\$2,500.00
1	Valley CT 19PSX0015 - Labor CT 19PSX0015 - Labor - 40hrs @ \$110/hr	\$4,400.00
1	Valley CT 19PSX0015 - Project Manager CT 19PSX0015 - Project Manager - 5hrs @ \$110/hr	\$550.00
1	Valley Training System demonstration	\$520.00

PRICING SUMMARY

Equipment:	\$36,296.49
Installation Hardware:	\$1,451.91
Installation and Professional Services:	\$11,790.00
Grand Total:	\$49,538.40

Payment Terms

Description	Amount	Due Date
30% - Payable with Signed Sales Agreement/Purchase Order	14,861.52	
70% - Future Payments per Progress Billing and/or Final Billing	34,676.88	

Signatures

Client: **Heather Barbarotta**

Date

Contractor: **Valley Communications Systems, Inc.**
State Licenses: 7189-C (MA) • C5-192407 (CT) • TSC-464 (RI)
Equal Opportunity Employer

Date

CLIENT RESPONSIBILITIES

Definitions & Abbreviations

Definitions

AV Equipment	Devices that display, project, distribute, process, amplify, capture, convert, or reproduce audio or video as described in this Proposal.
Client	Also “Owner,” The awarding authority, facility owner, end-user, or final recipient of the installed system as defined in this Proposal, or a representative thereof, or Others.
Others	A service provider or contractor responsible for work excluded in this Proposal or other applicable documentation.
Proposal	This document and the terms, conditions, and listed pricing for products or services, as well as exclusions, assumptions, responsibilities, or other written documentation.
User	A person who uses or operates AV Equipment.
VCS	Valley Communications Systems, Inc. or a licensed subcontractor.

Abbreviations

ALS	Assistive Listening System
BOM	Bill of Materials
DSP	Digital Signal Processor
EDID	Extended Display Identification Data
HDCP	High-bandwidth Definition Content Protection
LAN	Local Area Network
NB	Non-Billable
OEM	Original Equipment Manufacturer
OFE	Owner Furnished Equipment
PoE	Power over Ethernet (Defined in IEEE 802.3)
SOW	Statement of Work

Each item listed in this section is the responsibility of the Client. Any item in this section that is not addressed by the Client may delay project completion and will result in an increased cost for remobilization of VCS installation, configuration, programming, project management, or other personnel. Some items in this section, if not addressed by the Client, may result in damage to system AV Equipment or may place VCS or other personnel at risk of harm or bodily injury. The Client is responsible for all damages associated with not executing the responsibilities listed in this section.

1. General

- ☐ 1.1) The Client is responsible for providing a representative to act as the Owner’s Project Manager (“OPM”). This OPM will coordinate the activities of internal Client departments and others as required for the successful completion of the project.
- ☐ 1.2) The Client is responsible for providing VCS personnel prompt and unrestricted access to work areas for the duration of the project.
- ☐ 1.3) The Client is responsible for providing an adequate and secure space as close to the work area as possible for storage of AV Equipment and tools throughout the installation.

- ☐ 1.4) The Client is responsible for providing and terminating the fire alarm relays and/or interconnects.
- ☐ 1.5) VCS may add a 2% surcharge for credit card purchases where permitted by law.

2. Network Configuration

- ☐ 2.1) Network configuration and setup for devices connected to the OFE network is the responsibility of the Client.
- ☐ 2.2) After the receipt of a purchase order, VCS will provide a list of devices requiring connection to, power from, or addressing on the OFE network. This list will include the device Manufacturer, Model Number, Serial Number, MAC address, installation location, and port number of the switch if applicable.
- ☐ 2.3) Devices connected to the OFE network will require IP addresses provided by the Client. Some devices may be able to operate in DHCP mode but reserved DHCP based on the device MAC address is preferred.
- ☐ 2.4) The Client will provide PoE to devices connected to the OFE network with ample power.

3. Software Installation and Configuration

- ☐ 3.1) If software or integrated hardware is required for the system specified in this Proposal to function as described, the Client is responsible for all installation and/or configuration of any such software or hardware on any OFE computer or electronic device not provided by VCS, including any such software or hardware provided by VCS for use on any OFE computer or electronic device not provided by VCS.

4. Intellectual Property Licensing

- ☐ 4.1) The Client is responsible for providing intellectual property such as logos, images, or any other content that may be displayed, reproduced, or otherwise used on a permanent or semi-permanent basis as a part of the completed system. The Client is responsible for any licensing or usage fees for content used for these or any other purposes. The Client will release VCS of any licensing fees or responsibilities related to the use of any intellectual property as required for final system functionality or design as described in this document.

5. Structural Requirements

- ☐ 5.1) The physical characteristics of a space dramatically affect system effectiveness, and the AV Equipment in this Proposal has been specified with the understanding that the Client will provide a space with physical dimensions, structural vibration-free construction, acoustic qualities, lighting, and/or occupancy/capacity that will support the satisfactory performance of the specified AV Equipment.

6. Blocking

- ☐ 6.1) It is the responsibility of the Client to provide blocking to support suspended or wall-mounted AV Equipment specified in this Proposal before the installation of that AV Equipment. Upon request and after the receipt of a purchase order, VCS will provide blocking requirements and locations.

7. Removal of Existing Equipment

- ☐ 7.1) It is the responsibility of the Client to remove any hardware, OFE devices, or other impeding materials prior to the installation of this system. This includes (but is not limited to) pre-existing whiteboards, chalkboards, corkboards, posters, fire alarms, outlets, switches, conduits, or other items on the walls, ceiling, beams, or other structure that may block the installation of the AV Equipment as specified in this Proposal onto those surfaces or structures.

8. Electrical Power

- ☐ 8.1 The Client is responsible for high voltage power and wiring meeting all current applicable electric code standards. Upon request and after the receipt of a purchase order, VCS will provide power requirements as established by the OEM and locations of high- and low-voltage outlets.

9. Cable Pathways

- ☐ 9.1) The Client is responsible for providing existing cable pathways, which may include appropriately sized conduit, floor

boxes, fishable walls, drop tile ceiling airspaces, cable ladders, or other pathways as described, implied, or otherwise required to connect devices as described in this Proposal: Any cable pathways not explicitly stated in this Proposal to be provided by VCS will be provided by the Client.

10. Existing Furniture

- ☐ 10.1) VCS Technicians will provide and use blankets to cover items that may be damaged by dust or debris during installation. However, VCS strongly urges the Client to remove furniture that may be damaged during installation from areas where installation may occur. If furniture or finish material such as trim or carpeting cannot be removed, VCS strongly urges the Client to cover that furniture or other finish material to protect it from dust or other installation debris. The Client will hold VCS harmless from damage caused by dust or other construction debris to furniture or finish material.

11. Patching and Painting

- ☐ 11.1) The Client is responsible for patching, painting, fire-safing, and/or any other repairs to walls, finish material including but not limited to trim and carpeting, required after installation.
- ☐ 11.2) The Client is responsible for the replacement or repair of ceiling tiles that might be damaged, marked, or repurposed during installation.

12. Use Limitations

- ☐ 12.1 The Client will limit the use of the specified AV Equipment to no more than the daily or lifetime use limits of those devices as established by the OEM and will provide temperature and humidity control required for maintaining environmental conditions within the environmental limits specified by the OEM. Use exceeding these limits may result in reduced performance or failure of those devices. VCS can provide available OEM-determined runtime and environmental limits of new AV Equipment specified in this Proposal if required.

13. Operation Personnel

- ☐ 13.1) The Client will provide operation personnel who will supervise, manipulate, configure, and/or otherwise operate the required system components as needed throughout the use of the system as described in this Proposal.

14. Assistive Listening

- ☐ 14.1) Unless specifically included in this Proposal, the Client will provide an assistive listening system meeting the Americans with Disabilities Act (ADA) Section 219.2 that will be used alongside the audio system specified in this Proposal. Section 219.2 of the ADA states: In each assembly area equipped with audio amplification where audible communication is integral to the use of the assembly area, an assistive listening system is required. If an individual goes to an assembly area, asks for an assistive listening system and one is not provided, that individual can file a complaint with the Department of Justice. The Department of Justice then may file a lawsuit. If the owner of the venue is found to be non-compliant, civil penalties are often applied. The Department of Justice issued a Final Rule that adjusts civil penalties ranging from \$55,000 to \$150,000.

15. System Modification

- ☐ 15.1) The Client, representatives of the Client, or any other actors excluding VCS, will not manipulate the system or system components to modify or disassemble, or alter any system device configuration, in any way other than as specifically described in this Proposal. In the event of any such manipulations, the Client will release VCS of any system functionality, reliability, or warranty responsibilities. VCS can restore the system to the originally specified state for an additional cost if requested after such unapproved modifications.

16. Change Orders

- ☐ 16.1) VCS recommends that the Client set aside a reserve of up to 10% of the total project cost for potential complications in the implementation of the proposed system. Each change order will be billable and may result in an increased cost unless otherwise prohibited by law. Any potential situation requiring additional or alternate equipment outlined in this document is

not to be misconstrued as a comprehensive list of all possible reasons for a change order, as there is always the possibility of other unforeseen reasons for requiring a change order.

17. Restocking Fees

- ☐ 17.1) All returns are considered a change order and are subject to a restocking fee and shipping charge. Shipping will be included at the time of invoice.

18. Mounting Hardware

- ☐ 18.1) Hardware required to attach, mount, connect, or otherwise install the AV Equipment specified in this Proposal is included as required for the given surfaces and/or structures to which the specified hardware must mount, provided the characteristics of these surfaces and/or structures have been given to VCS by the Client OR if those surfaces and/or structures have been independently evaluated by VCS. In the event that the characteristics of these structures or surfaces were unavailable for evaluation, or were misconstrued, miscommunicated, not communicated, or otherwise unknown or unknowable, VCS has made a good faith effort to estimate likely hardware requirements.
- ☐ 18.2) If any unforeseen or unaccounted for site conditions or circumstances arise that have a material impact on system function or installation, additional hardware and/or professional services and labor charges will be provided at an additional cost to the Client through a change order.
- ☐ 18.3) If additional hardware and/or labor is determined to be necessary in the professional judgment of VCS for a successful, reliable, or safe installation, or if such additional hardware is necessary to meet the requirements as determined by local building codes or inspection authorities, VCS will provide those services or AV Equipment at an additional cost to the Client through a change order.

19. Discontinued Items

- ☐ 19.1) If by the time a purchase order is received, any of the specified AV Equipment is discontinued or no longer available, VCS will inform the Client of the discontinued items and will make every attempt to provide alternate AV Equipment with the same functionality at the same cost as those discontinued items. However, in the case that no similar cost AV Equipment is available with comparable functionality, VCS will inform the Client of potential options for replacement AV Equipment at a different cost and/or altered functionality through a change order.

20. System Additions or Modifications

- ☐ 20.1) Any additions or modifications to the requested features, functions, or AV Equipment of the proposed system as described in this Proposal will result in a change order.

21. Owner Furnished Equipment (OFE)

- ☐ 21.1) Due to many possible issues, including but not limited to the equipment being beyond expected end-of-life, or having previously been damaged by normal wear and tear, hazardous environmental conditions, use in excess of OEM recommendation, alteration, user negligence, misuse, short- or long-term removal and/or storage, transportation from the original installation site, or any activity that would otherwise void the OEM warranty, OFE may not continue to function satisfactorily after being moved, modified, adjusted, or after existing inter-device connections have been added or removed.
- ☐ 21.2) Any OFE devices that VCS has specified to integrate into the system as described in this Proposal will not be guaranteed to retain any functionality after integration into the proposed system regardless of any initial functionality verification.
- ☐ 21.3) VCS can facilitate the replacement or repair of OFE devices upon discovery of malfunction for an additional cost through a change order.
- ☐ 21.4) Replacement of any malfunctioning OFE device that is designated for reuse in the system specified in this Proposal may add substantial time to the duration of the project and may delay project completion, in addition to an increase in total project cost to the Client, if that equipment is required for a complete and functional system. If that equipment is not required for a complete and functional system, VCS will inform the Client that the equipment can be removed from the system as originally designed, although removal of that equipment may reduce the available features or limit system

function.

- ☐ 21.5) In addition to any OFE devices removed or uninstalled as part of the services specified in this Proposal, VCS may remove or uninstall additional OFE devices if those devices must be removed or uninstalled to allow for the installation of equipment as described in this Proposal. Functionality originally provided by removed or uninstalled equipment will not be retained unless that functionality is specifically stated as included in this Proposal.
- ☐ 21.6) VCS will return any removed or uninstalled OFE devices to the Client.
- ☐ 21.7) VCS can take any unused equipment and dispose of it for an additional cost through a change order if requested.

22. Severability

- ☐ 22.1) The Client is responsible for reading and understanding this Proposal. By returning a signed copy of this Proposal, the Client is stating that this Proposal has been read and understood in its entirety and that the Client accepts and agrees to the proposed system, features, functionality, and Client responsibilities stated herein, and that the Client understands any additions or changes to this system and/or the available features may result in an increase in cost. By signing this Proposal, the Client agrees that if any part of this Proposal is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- ☐ 22.2) Any responsibility of the Client listed in any section of this Proposal shall be considered valid regardless of an omission of that responsibility from any other section of this Proposal, including the "Client Responsibilities" section.
- ☐ 22.3) In the case of discrepancy between equipment, features, limitations, or services as described or listed in the Executive Summary section of and any other section of this Proposal, the section(s) other than the Executive Summary of this Proposal shall be deemed correct.

23. Warranty

- ☐ 23.1) VCS warrants against defects in the workmanship provided by VCS as it pertains to the scope of work included in this Proposal. VCS will provide all necessary labor required to identify and repair or replace any defects in workmanship for the period of one year from the date of installation. This warranty does not cover damage or system malfunction caused by normal wear and tear, hazardous environmental conditions, use exceeding the equipment manufacturer's recommended limits, alteration of the system or any of its parts or interconnections, effects of peripheral devices connected to the system that were not a part of the original design and/or were not provided or installed by VCS, user negligence, misuse, or acts of God. Labor and repair related to identifying issues that are not covered by this warranty will be billable at the current time and materials rate. The manufacturer's warranty (begins when VCS orders the equipment) governs equipment repair or replacement. VCS facilitates repair or replacement of equipment covered by a manufacturer warranty for 30 days from the date of installation. After this 30-day period, VCS will facilitate repairs/replacements for the current time and material(s) rate, plus any applicable shipping cost(s). Any equipment repair or replacement not covered by a manufacturer's warranty will be billable as time and materials.

24. Sales Tax

- ☐ 24.1) Sales Tax is included unless stated otherwise or if this proposal is being presented to one of the following: a contractor that has provided VCS with a reseller certificate, a government entity, or a non-profit organization that has provided VCS with a tax exemption certificate.

WARRANTY COVERAGE

Valley's Warranty

VCS warrants against defects in the workmanship provided by VCS as it pertains to the scope of work included in this Proposal. VCS will provide all necessary labor required to identify and repair or replace any defects in workmanship for the period of one year from the date of installation. This warranty does not cover damage or system malfunction caused by normal wear and tear, hazardous environmental conditions, use exceeding the equipment manufacturer's recommended limits, alteration of the system or any of its parts or interconnections, effects of peripheral devices connected to the system that were not a part of the original design and/or were not provided or installed by VCS, user negligence, misuse, or acts of God. Labor and repair related to identifying issues that are not covered by this warranty will be billable at current time and materials rate.

Manufacturer's Warranty

The manufacturer's warranty (begins when VCS orders the equipment) governs equipment repair or replacement. VCS facilitates repair or replacement of equipment covered by a manufacturer warranty for 30 days from the date of installation. After this 30-day period, VCS will facilitate repairs/replacements for the current time and material(s) rate, plus any applicable shipping cost(s). Any equipment repair or replacement not covered by a manufacturer's warranty will be billable as time and materials.

PROPOSAL VALIDITY

This Proposal is Valid for 30 Days Unless Another Agreement is Made

Expires on Jun 16, 2023

For correspondence, please refer to Proposal # **100919-13**

Please include a copy of this Proposal with your purchase order

This Proposal does not include the following:

- Taxes (if not listed in the Summary)
- Permits or Fees that may be required (if not shown in items list)



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bit.ly/vcs-in

valleycommunications.com

Misc Notes

Bulk Cable Pricing - All bulk cable if included in this proposal is rounded off to the nearest whole penny, both when calculating the unit price and the extended price, this can lead to small discrepancies between the two reported prices in our reports. The extended price is the more accurate price and the cost used in the final calculation of the project total.