



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 Sound Upgrades at Bowen Field

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>	\$28,395.24
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 public address system at Bowen Field.

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 public address system access for Bowen Field.



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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 quotes or proposal submitting regarding the agreement/contract.	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></p> <p>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></p> <p>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</p>	
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
<p>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.</p>	
Emailed Disclosures are acceptable.	

New Haven PS - Bowen Field - Sound Upgrades - 101028

This Agreement is between

New Haven CT Public Schools

480 Sherman Parkway
New Haven, MA 06511
(475) 220 7500

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 \$ 28,395.24

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 Public Address System at Bowen Field.

VCS will provide a new simple-to-use high-quality audio system at the Bowen Field to be used for various events and other activities held at the field. Our system design prioritizes ease of use, speech intelligibility and music playback of the above other features. The new speakers will be installed at a height and angle to provide coverage for spectators seated on both sides of the field. This configuration will allow for maximum gain before feedback.

A User will be able to:

- Hear audio reproduction from New JBL Loudspeakers.
- Be heard on Wireless Handheld and Wired Handheld Microphones.
- Connect an OFE Sound Source to the Mackie PROFX12V3 Mixer.
- Control system functionality by using the Mackie PROFX12V3 Mixer.

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.

Bowen Field

Audio:

1. VCS will provide and install Two (2) new JBL AWC129 Loudspeakers and Four (4) new JBL CRV Loudspeakers to the Press Box using commercial grade mounting equipment. VCS will secure the new Loudspeakers to the Press Box using outdoor rated hardware and VCS best installation practices.
2. VCS will provide and install One (1) CDi 4|300, Analog input, 4 channels, 300W per output channel amplifier to provide ample wattage to drive the loudspeakers.
3. VCS will provide and install One (1) CDi 4|600, Analog input, 4 channels, 600W per output channel amplifier to provide ample wattage to drive the loudspeakers.
4. VCS will provide and install Three (3) Sennheiser e835-S Dynamic Vocal Microphone with On/Off Switch.
5. VCS will provide and install Three (3) Sennheiser EW-D 835-S Set Digital Wireless Handheld Set.

Source Devices:

1. OFE Audio Device (Cable)
2. Shure SM58S Microphone
3. Shure SLXD2/B58 Wireless Handheld Microphones

User Interface and Control:

VCS will provide and install one (1) new Mackie PROFX12V3 mixer for Live Sound that will allow a user to adjust the level of the Six (6) Microphones and two (2) OFE Audio Sources into one Main Mix Level Control.

A User will be able to:

- Turn the system on and off.
- Control the main mix volume level and audio mute state with Mackie Mixer.
- Control the individual source input levels and audio mute states.

Assistive Listening:

VCS is not providing an Assistive Listening System ("ALS") that meets the minimum number of assistive listening devices and neck loops according to the OEM calculators linked below. The Client is responsible for identifying and communicating additional requirements and verifying the field occupancy. Please ask your Sales representative for a proposal if such a system is required.

ALS OEM Calculators:

<https://www.williamssound.com/ada-calculator>

<https://www.listentech.com/support/ada-info/ada-tools-kits/>

More information about ADA compliance:

<https://www.williamssound.com/ada-compliance>

Equipment Rack and Furniture:

VCS will provide and install an equipment rack with Fourteen (14) rack units, hardware, blanks, and

accessories as listed in the BOM.

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 architectural surfaces.
- HVAC, plumbing, sprinkler head and lighting fixture relocation.

LINE ITEM DETAILS

Bowen Field

		Unit Price	Price
Cables and Connectors			
3	Comprehensive XLRP-XLRJ-25ST Standard Series XLR Plug to Jack Audio Cable 25ft	23.09	69.27
1	On-Stage DS7200B Adjustable Height Desktop Stand, Black	14.69	14.69
1	Sennheiser 3-PACK e835-S Handheld microphone set with (3) e 835-S (cardioid, dynamic), (3) MZQ 800 clips and (3) carrying pouches (3.5 lbs)	289.28	289.28
Equipment Rack and Furniture			
2	On-Stage DS7200B Adjustable Height Desktop Stand, Black	14.69	29.38
Installation Hardware			
1	Valley Install Hardware Misc Hardware and Parts	525.00	525.00

Bowen Field: Press Box

		Unit Price	Price
Cables and Connectors			
2	Hosa Technology CMP-159 Stereo breakout, 3.5mm TRS to Dual 1/4" TS, 10 feet	9.97	19.94
Audio			
1	Mackie PROFX12V3 12-Channel mic/line mixer with FX and USB I/O	407.58	407.58

Bowen Field: Press Box: Equipment Rack

		Unit Price	Price
Cables and Connectors			
1	Comprehensive CAT6-7BLU Cat6 550 Mhz Snagless Patch Cable 7ft Blue	4.94	4.94
Audio			
5	Comprehensive XLRP-XLRJ-25ST Standard Series XLR Plug to Jack Audio Cable 25ft	23.09	115.45
1	Crown CDi 4 300BL Analog + BLU link input, 4 channel, 300W per output channel power amplifier	1,977.71	1,977.71
1	Crown CDi 4 600BL Analog + BLU link input, 4 channel, 600W per output channel power amplifier	2,599.56	2,599.56
1	Middle Atlantic PD-915R-SP Power distribution, 15 amp, 9 outlet, 19" full rackmount	641.25	641.25
1	Middle Atlantic UPS-S2200R UPS Backup power, 2RU, 2200VA	1,219.80	1,219.80
Equipment Rack and Furniture			
1	Middle Atlantic PTRK-14 PTRK Series Portable Rack	850.73	850.73
1	Middle Atlantic TD3LK 3 Space Drawer w/Lock, Textured Finish	260.06	260.06
1	Valley Rack Hdwe - 13RU - 30RU Accessory Misc Accessory rack hardware for 13RU - 30RU racks	618.28	618.28
1	Valley Rack Hdwe - 13RU - 30RU Core Misc Core rack hardware for 13RU - 30RU racks	225.01	225.01
Intercom			
2	Sennheiser ASP 113 Single 3 way antenna splitter, 30 - 950 MHz frequency	358.50	717.00
3	Sennheiser EW-D 835-S SET (Q1-6) All-In-One Digital Wireless Handheld Set - 470.2-526 Mhz	796.58	2,389.74

2	Sennheiser EW-D CHARGING SET EW-D Charging set. Includes (1) L 70 USB chargers and (2) BA 70 rechargeable batteries and (1) NT 5-20 UCW power supply	177.21	354.42
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Bowen Field: Exterior: Speakers

		Unit Price	Price
Cables and Connectors			
400	Belden 18-2C-P-WHT-EA 18 AWG, 2 connector, 7 strand, plenum speaker cable. 1000' roll white per foot white	0.23	92.00
Audio			
4	JBL CONTROLCRV-WH Weather-Resistant 70/100V Loudspeaker (White)	268.16	1,072.64
2	JBL Professional AWC129 All-Weather Compact 2-Way Coaxial Loudspeaker, 12" Low Frequency Driver, 8 Ohm, Grey	1,295.33	2,590.66

Labor, Permits, and Fees

		Unit Price	Price
Professional Services and Fees			
1	Valley Administration Admin - 8hrs @ \$65/hr		\$520.00
1	Valley Commissioning Commissioning of systems - 8hrs @ \$125/hr		\$1,000.00
1	Valley CT 19PSX0015 - Audio Programming CT 19PSX0015 - Audio Programming - 8hrs @ \$130/hr		\$1,040.00
1	Valley CT 19PSX0015 - Delivery CT 19PSX0015 - Delivery - 16.5hrs @ \$65/hr		\$1,072.50
1	Valley CT 19PSX0015 - Engineer CT 19PSX0015 - Engineer - 8hrs @ \$125/hr		\$1,000.00
1	Valley CT 19PSX0015 - Labor CT 19PSX0015 - Labor - 40.5hrs @ \$110/hr		\$4,455.00
1	Valley CT 19PSX0015 - Project Manager CT 19PSX0015 - Project Manager - 5hrs @ \$110/hr		\$550.00

1	Valley Incoming Freight to Valley Incoming Freight to Valley	375.00	375.00
1	Valley RackFab - VCS		\$600.00

PRICING SUMMARY

Equipment:	\$17,459.39
Installation Hardware:	\$698.35
Labor:	\$10,237.50
Grand Total:	\$28,395.24

Payment Terms

Description	Amount	Due Date
30% - Payable with Signed Sales Agreement/Purchase Order	8,518.57	
70% - Future Payments per Progress Billing and/or Final Billing	19,876.67	

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 12, 2023

For correspondence, please refer to Proposal # **101028-5**

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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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.