

Sudbury Town - ALS System Kits - 104963

Sudbury MA, Town of

Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776
978-443-8891

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

This proposal is a MA State Contract OFF50 proposal.

Executive Summary:

This proposal includes hardware and professional services required to add assistive listening to (6) rooms in the town of Sudbury.

A User will be able to:

- Continue to view or present visual content on the existing display.
- Continue to hear audio reproduction from the built-in speakers on the Poly all-in-one conferencing bar.
- Continue to be seen on the far-end of a video conference through the built-in camera.
- Continue to be heard on the far-end of an audio call thanks to the built-in microphone array.
- Continue to control system functionality by using the existing Poly control panel.
- Hear audio reproduction in the room from new assistive listening system (ALS).

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.

Senior Center

Assistive Listening:

VCS will provide and install 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 room occupancy for **50 people** as accurate.

Equipment Rack and Furniture:

VCS will provide and install a Chief FCA811 shelf on the Owner Furnished (OFE) cart for the ALS transmitter to securely sit on, giving the ALS receivers a clear line of sight ensuring optimal performance.

Owner Furnished Equipment:

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

1. Chief Cart
2. View Sonic 86" Display
3. Poly X70 W/ TC8 Controller
4. Tripp-Lite Surge Protector
5. Luxul 4-port Switch
6. Luxor RE20 retractable power
7. Laptop
8. 110v Power

Police HQ

Assistive Listening:

VCS will provide and install 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 room occupancy for **48 people** as accurate.

Equipment Rack and Furniture:

VCS will provide and install a Chief FCA811 shelf on the Owner Furnished (OFE) wall mounted display for the ALS transmitter to securely sit on, giving the ALS receivers a clear line of sight ensuring optimal performance.

Owner Furnished Equipment:

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

1. Chief Wall mount
2. View Sonic 86" Display
3. Poly X70 W/ TC8 Controller
4. Surge-X Surge Protector
5. Tripp-Lite POE Injector
6. Luxor RE20 retractable power
7. Laptop
8. 110v Power
9. Network

Town Hall

Assistive Listening:

VCS will provide and install 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 room occupancy for **150 people** as accurate.

Equipment Rack and Furniture:

VCS will provide and install an AVFI CBB-TV-XL shelf on the Owner Furnished (OFE) AVFI cart for the ALS transmitter to securely sit on, giving the ALS receivers a clear line of sight ensuring optimal performance.

Owner Furnished Equipment:

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

1. AVFI Cart
2. View Sonic 86" Display
3. Poly X70 W/ TC8 Controller
4. Middle Atlantic PDU
5. Luxul 4-port Switch
6. Laptop
7. 110v Power
8. Network

DPW

Assistive Listening:

VCS will provide and install 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 room occupancy for **35 people** as accurate.

Equipment Rack and Furniture:

VCS will provide and install a Chief FCA811 shelf on the Owner Furnished (OFE) Chief cart for the ALS transmitter to

securely sit on, giving the ALS receivers a clear line of sight ensuring optimal performance.

Owner Furnished Equipment:

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

1. Chief Cart
2. View Sonic 75" Display
3. Poly X50 W/ TC8 Controller
4. Tripp-Lite Surge Protector
5. Luxul 4-port Switch
6. Luxor RE20 retractable power
7. Laptop
8. 110v Power
9. Network

Parks & Rec

Assistive Listening:

VCS will provide and install 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 room occupancy for **50 people** as accurate.

Equipment Rack and Furniture:

VCS will provide and install a Chief FCA811 shelf on the Owner Furnished (OFE) Chief cart for the ALS transmitter to securely sit on, giving the ALS receivers a clear line of sight ensuring optimal performance.

Owner Furnished Equipment:

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

1. Chief Cart
2. View Sonic 75" Display
3. Poly X50 W/ TC8 Controller
4. Tripp-Lite Surge Protector
5. Luxul 4-port Switch
6. Luxor RE20 retractable power
7. Laptop
8. 110v Power
9. Network

Silva Conference Room

Assistive Listening:

VCS will provide and install 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 room occupancy for **20 people** as accurate.

Equipment Rack and Furniture:

VCS will provide and install a Chief FCA811 shelf on the Owner Furnished (OFE) wall mounted display for the ALS transmitter to securely sit on, giving the ALS receivers a clear line of sight ensuring optimal performance.

Owner Furnished Equipment:

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

1. Chief Cart
2. View Sonic 75" Display
3. Poly X50 W/ TC8 Controller
4. Tripp-Lite Surge Protector
5. Luxul 4-port Switch
6. Luxor RE20 retractable power
7. Laptop



8. 110v Power
9. Network

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

Senior Center (OFE Cart): Display D				Unit Price	Total Price
Cables and Connectors					
	2	Angel Guard Products, Inc. SAFCORD-064-BK	Black Cable Crossover Velcro Cord Cover for Carpet 4" x 6'	\$34.43	\$68.86
Assistive Listening					
ASSISTIVE LISTENING NOTIFICATION: ♦ According to the Americans With Disabilities Act (ADA) section 219.2, in each assembly area equipped with audio amplification where audible communication is integral to the use of the space, an assistive listening system shall be provided.					
	1	Chief FCA811	Fusion 14" Above/Below Shelf for XL Displays	\$140.31	\$140.31
	1	Extron ZipClip 400-EACH	Mounting Kit for 1/8, 1/4, and 1/2 Rack Width Products EACH	\$14.96	\$14.96
	1	Listen Technologies LA-277	[OFE] - Conference Microphone	\$0.00	\$0.00
	1	Listen Technologies LA-338	[OFE] - Tabletop Tripod	\$0.00	\$0.00

	1	Listen Technologies LA-346	[OFE] - Portable ListenIR System Carrying Case	\$0.00	\$0.00
	2	Listen Technologies LA-401	[OFE] - Universal Ear Speaker	\$0.00	\$0.00
	1	Listen Technologies LA-423-01	[OFE] - 4-Port USB Charger	\$0.00	\$0.00
	2	Listen Technologies LA-430	[OFE] - Intelligent Ear Phone/Neck Loop Lanyard	\$0.00	\$0.00
	2	Listen Technologies LR-4200-IR	[OFE] - Intelligent DSP IR Receiver	\$0.00	\$0.00
	1	Listen Technologies LS-88	Portable ListenIR iDSP System	\$1,713.19	\$1,713.19
	1	Listen Technologies LT-84-01	[OFE] - IR Transmitter/Radiator combo - north america version	\$0.00	\$0.00

Senior Center (OFE Cart): Labor, Permits, and Fees

Unit Price

Total Price

Professional Services and Fees

1	Valley JBEQ-1	Job Budgeted Equipment	\$156.25	\$156.25
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Police (Wall Mount): Display D

Unit Price

Total Price

Audio Visual

	1	Panduit DCF10WH-X-EA	Drop Ceiling/Entrance End Fitting, Pan-Way LD10, White	\$3.41	\$3.41
	1	Panduit LD10WH6-A-EA	6' LD non-metallic single-channel, adhesive-backed surface raceway. 6FT - White	\$34.11	\$34.11

Cables and Connectors

	2	Angel Guard Products, Inc. SAFCORD-064-BK	Black Cable Crossover Velcro Cord Cover for Carpet 4" x 6'	\$34.43	\$68.86
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Assistive Listening

ASSISTIVE LISTENING NOTIFICATION:

◇ According to the Americans With Disabilities Act (ADA) section 219.2, in each assembly area equipped with audio amplification where audible communication is integral to the use of the space, an assistive listening system shall be provided.

	1	Chief FCA811	Fusion 14" Above/Below Shelf for XL Displays	\$140.31	\$140.31
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	1	Listen Technologies LA-277	[OFE] - Conference Microphone	\$0.00	\$0.00
	1	Listen Technologies LA-338	[OFE] - Tabletop Tripod	\$0.00	\$0.00
	1	Listen Technologies LA-346	[OFE] - Portable ListenIR System Carrying Case	\$0.00	\$0.00
	2	Listen Technologies LA-401	[OFE] - Universal Ear Speaker	\$0.00	\$0.00
	1	Listen Technologies LA-423-01	[OFE] - 4-Port USB Charger	\$0.00	\$0.00
	2	Listen Technologies LA-430	[OFE] - Intelligent Ear Phone/Neck Loop Lanyard	\$0.00	\$0.00
	2	Listen Technologies LR-4200-IR	[OFE] - Intelligent DSP IR Receiver	\$0.00	\$0.00
	1	Listen Technologies LS-88	Portable ListenIR iDSP System	\$1,713.19	\$1,713.19
	1	Listen Technologies LT-84-01	[OFE] - IR Transmitter/Radiator combo - north america version	\$0.00	\$0.00

Police (Wall Mount): Labor, Permits, and Fees

Unit Price

Total Price

Professional Services and Fees

1	Valley JBEQ-1	Job Budgeted Equipment	\$156.25	\$156.25
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Town Hall (OFE Cart): Display D

Unit Price

Total Price

Audio Visual

1	AVFI CBB-TV-XL	For placing camera below or in front of TV.	\$362.60	\$362.60
1	Uline H-9437	2 CHANNEL CABLE PROTECTORS	\$238.00	\$238.00

Assistive Listening

ASSISTIVE LISTENING NOTIFICATION:

◇ According to the Americans With Disabilities Act (ADA) section 219.2, in each assembly area equipped with audio amplification where audible communication is integral to the use of the space, an assistive listening system shall be provided.

	1	Comprehensive CAT6A-1BLU	CAT6A Shielded Patch Cable Blue 1ft.	\$9.48	\$9.48
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	1	Listen Technologies LA-141	ListenIR Expansion Radiator (For LT-84 Only)	\$532.44	\$532.44
	1	Listen Technologies LA-277	[OFE] - Conference Microphone	\$0.00	\$0.00
	1	Listen Technologies LA-338	[OFE] - Tabletop Tripod	\$0.00	\$0.00
	1	Listen Technologies LA-346	[OFE] - Portable ListenIR System Carrying Case	\$0.00	\$0.00
	2	Listen Technologies LA-401	[OFE] - Universal Ear Speaker	\$0.00	\$0.00
	4	Listen Technologies LA-401	Universal Ear Speaker	\$19.86	\$79.44
	1	Listen Technologies LA-423-01	4-Port USB Charger	\$38.64	\$38.64
	1	Listen Technologies LA-423-01	[OFE] - 4-Port USB Charger	\$0.00	\$0.00
	2	Listen Technologies LA-430	[OFE] - Intelligent Ear Phone/Neck Loop Lanyard	\$0.00	\$0.00
	2	Listen Technologies LR-4200-IR	[OFE] - Intelligent DSP IR Receiver	\$0.00	\$0.00
	4	Listen Technologies LR-4200-IR	Intelligent DSP IR Receiver	\$212.26	\$849.04
	1	Listen Technologies LS-88	Portable ListenIR iDSP System	\$1,713.19	\$1,713.19
	1	Listen Technologies LT-84-01	[OFE] - IR Transmitter/Radiator combo - north america version	\$0.00	\$0.00

Town Hall (OFE Cart): Labor, Permits, and Fees

Unit Price

Total Price

Professional Services and Fees

1	Valley JBEQ-1	Job Budgeted Equipment	\$156.25	\$156.25
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DPW (OFE Cart): Display D

Unit Price

Total Price

Cables and Connectors

	2	Angel Guard Products, Inc. SAFCORD-064-BK	Black Cable Crossover Velcro Cord Cover for Carpet 4" x 6'	\$34.43	\$68.86
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Assistive Listening

ASSISTIVE LISTENING NOTIFICATION:

◇ According to the Americans With Disabilities Act (ADA) section 219.2, in each assembly area equipped with audio amplification where audible communication is integral to the use of the space, an assistive listening system shall be provided.

	1	Chief FCA811	Fusion 14" Above/Below Shelf for XL Displays	\$140.31	\$140.31
	1	Extron ZipClip 400-EACH	Mounting Kit for 1/8, 1/4, and 1/2 Rack Width Products EACH	\$14.96	\$14.96
	1	Listen Technologies LA-277	[OFE] - Conference Microphone	\$0.00	\$0.00
	1	Listen Technologies LA-338	[OFE] - Tabletop Tripod	\$0.00	\$0.00
	1	Listen Technologies LA-346	[OFE] - Portable ListenIR System Carrying Case	\$0.00	\$0.00
	2	Listen Technologies LA-401	[OFE] - Universal Ear Speaker	\$0.00	\$0.00
	1	Listen Technologies LA-423-01	[OFE] - 4-Port USB Charger	\$0.00	\$0.00
	2	Listen Technologies LA-430	[OFE] - Intelligent Ear Phone/Neck Loop Lanyard	\$0.00	\$0.00
	2	Listen Technologies LR-4200-IR	[OFE] - Intelligent DSP IR Receiver	\$0.00	\$0.00
	1	Listen Technologies LS-88	Portable ListenIR iDSP System	\$1,713.19	\$1,713.19
	1	Listen Technologies LT-84-01	[OFE] - IR Transmitter/Radiator combo - north america version	\$0.00	\$0.00

DPW (OFE Cart): Labor, Permits, and Fees

Unit Price

Total Price

Professional Services and Fees

1	Valley JBEQ-1	Job Budgeted Equipment	\$156.25	\$156.25
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Park & Recreation (OFE Cart): Display D

Unit Price

Total Price

Cables and Connectors



2	Angel Guard Products, Inc. SAFCORD-064-BK	Black Cable Crossover Velcro Cord Cover for Carpet 4" x 6'	\$34.43	\$68.86
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Assistive Listening

ASSISTIVE LISTENING NOTIFICATION:

◇ According to the Americans With Disabilities Act (ADA) section 219.2, in each assembly area equipped with audio amplification where audible communication is integral to the use of the space, an assistive listening system shall be provided.

	1	Chief FCA811	Fusion 14" Above/Below Shelf for XL Displays	\$140.31	\$140.31
	1	Extron ZipClip 400-EACH	Mounting Kit for 1/8, 1/4, and 1/2 Rack Width Products EACH	\$14.96	\$14.96
	1	Listen Technologies LA-277	[OFE] - Conference Microphone	\$0.00	\$0.00
	1	Listen Technologies LA-338	[OFE] - Tabletop Tripod	\$0.00	\$0.00
	1	Listen Technologies LA-346	[OFE] - Portable ListenIR System Carrying Case	\$0.00	\$0.00
	2	Listen Technologies LA-401	[OFE] - Universal Ear Speaker	\$0.00	\$0.00
	1	Listen Technologies LA-423-01	[OFE] - 4-Port USB Charger	\$0.00	\$0.00
	2	Listen Technologies LA-430	[OFE] - Intelligent Ear Phone/Neck Loop Lanyard	\$0.00	\$0.00
	2	Listen Technologies LR-4200-IR	[OFE] - Intelligent DSP IR Receiver	\$0.00	\$0.00
	1	Listen Technologies LS-88	Portable ListenIR iDSP System	\$1,713.19	\$1,713.19
	1	Listen Technologies LT-84-01	[OFE] - IR Transmitter/Radiator combo - north america version	\$0.00	\$0.00

Park & Recreation (OFE Cart): Labor, Permits, and Fees

Unit Price

Total Price

Professional Services and Fees

1	Valley JBEQ-1	Job Budgeted Equipment	\$156.25	\$156.25
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Flynn Building Silva Conf RM (Wall Mounted): Display D				Unit Price	Total Price
Audio Visual					
	1	Comprehensive MHD48G-6PROBLK	MicroFlex™ Pro AV/IT Integrator Series™ Certified Ultra High Speed 8K 48G HDMI Cable with ProGrip™ Jet Black 6ft	\$31.34	\$31.34
	1	Extron PS 1215 C	12V, 1.5A, Captive Screw Connector Includes a ZipClip	\$70.72	\$70.72
	1	Extron SW2 HD 4K PLUS	[OFE] - Two Input 4K/60 HDMI Switcher	\$0.00	\$0.00
	1	Extron ZipClip 100 - Single	ZIPCLIP 100 - Single Piece	\$7.07	\$7.07
	1	Extron ZipClip 400-EACH	Mounting Kit for 1/8, 1/4, and 1/2 Rack Width Products EACH	\$14.96	\$14.96
	1	Middle Atlantic PDX-615C-SP	NEXSYS Compact Power Series Surge Protection 15A 6 outlet	\$459.04	\$459.04
	1	Panduit DCF10WH-X-EA	Drop Ceiling/Entrance End Fitting, Pan-Way LD10, White	\$3.41	\$3.41
	1	Panduit LD10WH6-A-EA	6' LD non-metallic single-channel, adhesive-backed surface raceway. 6FT - White	\$34.11	\$34.11
Cables and Connectors					
	2	Angel Guard Products, Inc. SAFCORD-064-BK	Black Cable Crossover Velcro Cord Cover for Carpet 4" x 6'	\$34.43	\$68.86
Assistive Listening					
ASSISTIVE LISTENING NOTIFICATION: <i>◇ According to the Americans With Disabilities Act (ADA) section 219.2, in each assembly area equipped with audio amplification where audible communication is integral to the use of the space, an assistive listening system shall be provided.</i>					
	1	Chief FCA811	Fusion 14" Above/Below Shelf for XL Displays	\$140.31	\$140.31
	1	Listen Technologies LA-277	[OFE] - Conference Microphone	\$0.00	\$0.00
	1	Listen Technologies LA-338	[OFE] - Tabletop Tripod	\$0.00	\$0.00

	1	Listen Technologies LA-346	[OFE] - Portable ListenIR System Carrying Case	\$0.00	\$0.00
	2	Listen Technologies LA-401	[OFE] - Universal Ear Speaker	\$0.00	\$0.00
	1	Listen Technologies LA-423-01	[OFE] - 4-Port USB Charger	\$0.00	\$0.00
	2	Listen Technologies LA-430	[OFE] - Intelligent Ear Phone/Neck Loop Lanyard	\$0.00	\$0.00
	2	Listen Technologies LR-4200-IR	[OFE] - Intelligent DSP IR Receiver	\$0.00	\$0.00
	1	Listen Technologies LS-88	Portable ListenIR iDSP System	\$1,713.19	\$1,713.19
	1	Listen Technologies LT-84-01	[OFE] - IR Transmitter/Radiator combo - north america version	\$0.00	\$0.00

Flynn Building Silva Conf RM (Wall Mounted): Labor, Permits, and Fees			Unit Price	Total Price
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Professional Services and Fees				
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1	Valley JBEQ-1	Job Budgeted Equipment	\$156.25	\$156.25
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Project Summary

Equipment:	\$15,075.18
G&A:	\$565.52
Professional Services & Labor:	\$8,330.60
Grand Total:	\$23,971.30

Client: Sandra Duran

Date

Contractor: Valley Communications Systems, Inc.

Date

Terms and Conditions

Payments (If NOT Amended Above)

30% Payable with signed Sales Agreement/Purchase Order, Future Payments per Progress Billing and/or Final Billing.

**Quote is valid until: November 21, (30 Days Unless Another Agreement Is Made)
2024**

Please include a copy of this quote with your purchase order. Quote does not include taxes (if not listed above). Quote does not include permits or fees that may be required.

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

* Price Includes Accessories
**Rounded to the Nearest Whole Penny



- ☐ 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.



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