

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	June 27, 2023	Meeting Date:	July 5, 2023
Contact Information:			
Requested by:	Chip Orner, Director of Parks & Recreation		
On Behalf of Organization or Individual:	Parks & Recreation		
Telephone:	317-736-3689		
Email address:	corner@franklin.in.gov		
Mailing Address:	396 Branigin Blvd., Franklin, IN 46131		
Describe Request:			
Approval of quotes to upgrade sound system and acoustics in Beeson Hall			
List Supporting Documentation Provided:			
Beeson Hall sound & acoustics quotes			
Who will present the request?			
Name:	Chip Orner, Director of Parks & Recreation	Telephone:	317-736-3689

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

Quotation # 10231

Microphone and Speaker system

Quotation Date: 02/24/2023 10:10:17
Expiration Date: 07/31/2023

Invoice Address:
City of Franklin, Rick
Littleton
70 East Monroe Street
Franklin IN 46131
United States
☎ +1 317-346-1270

Delivery Address:
City of Franklin 70 East
Monroe Street Franklin IN
46131 United States

Account Manager: Alan Kelch
Creation Date: 02/24/2023
Offer Valid Until: 07/31/2023

About Us:

Force Technology Solutions, LLC is a professional audio / video / broadcast design build and integration firm. We specialize in fully custom solutions for technology integration in any market. From corporate solutions to large format production environments such as sports venues, concert venues, & houses of worship, our attention to detail and commitment to excellence ensures your project serves your needs and individual workflow demands.

Project Description:

Force Technology Solutions, LLC (hereinafter referred to as "Force Tech") proposes Microphone and audio system for City of Franklin (hereinafter referred to as "The Client").

Project Overview:

The purpose of this project is to install an audio visual system that includes three hand held wireless microphones, a remote antenna, an audio DSP, and a Bluetooth wall plate. The system is being installed to provide better audio quality and voice lift for the client. The client will be responsible for providing all high voltage and clear cable paths for the system.

System Components:

- * (3) hand held wireless microphones
- * Remote antenna
- * Audio DSP
- * Wall mounted Touch panel
- * Bluetooth wall plate

PROJECT ASSUMPTIONS:

The following are considered assumptions by Force Tech. If assumptions are found to be false, a change order could occur at the responsibility of the Client or installation timeline could be changed.

- * IT Networking will be provided by client
- * High Voltage / AC power to be provided by the Client. Force Tech will call out system power requirements and locations.
- * Client is responsible to provide all necessary conduit and/or cable paths.
- * Client will provide full access to rooms during working hours (7:00 am to 7:00 pm) during weekdays for installation. Lack of access to the rooms at this time could result in a change order for additional labor costs.
- * Due to the nature of the systems involved, there is an expected loss of use of audio, video, lighting, control, and network systems during the installation and commissioning phase of the project. Any temporary use of the systems during the installation/commissioning of this project must be coordinated with the Project Manager before onsite work begins.

PROJECT COMPLETION CHECKLIST:

This project will be considered substantially complete when the following items are complete:

- * Install the remote antenna in a location that will provide optimal signal strength.
- * Install the audio DSP and connect it to the remote antenna and other system components.
- * Install the Bluetooth wall plate in a convenient location for easy access.
- * Install the three hand held wireless microphones and connect them to the audio DSP.
- * Configure the audio DSP settings to optimize sound quality and voice lift.
- * Install the wall mounted Touch Panel. Location TBD
- * System is fully programmed and tested.
- * Test the system to ensure all components are working properly and the sound quality is meeting the client's expectations.

Client Responsibilities:

The client will be responsible for providing all high voltage and clear cable paths for the system. The client will also be responsible for providing a clear understanding of their specific requirements for the system.

PAYMENT SCHEDULE:





Equipment Deposit + 25% Project Labor - Due upon receipt at acceptance (full price of provided equipment)





Progress Billing - Progressive billing may be used for any project that exceeds two weeks or is paused and resumed for any reason. Progress invoices will be used to bill for labor, materials, or other fees that are part of the project but are not covered by the initial deposit. Progress invoices will continue (frequency dependent on project) until 95% of the project total has been billed. Remaining 5% of project total balance will be billed at project completion.





Final Billing: Remaining balance, including accrued shipping fees, billed at the completion of the project (Due Upon Receipt)






All shipping fees are Prepaid & Add unless specifically quoted on the proposal.

Credit Card payments are subject to 3% processing fee.

	Description	Quantity
Microphones		
	QSC CORE 8 FLEX	1.000
	Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, VoIP telephony, 8x8 GPIO, 8 AEC processors, Half-size 1RU.	Unit(s)
	QSC SL-QUD-8N-P UCI Deployment Software License, Perpetual.	1.000 Unit(s)
	QSC SL-QSE-8N-P Scripting Engine Software License, Perpetual.	1.000 Unit(s)
	QSC TSC-101-G3 Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1.000 Unit(s)





	Description	Quantity
	Shure SLXD2/SM58--G58 Handheld Transmitter with SM58 Capsule	3.000 Unit(s)
	Shure SLXD4D--G58 Dual-Channel Digital Wireless Receiver, G58 Band	2.000 Unit(s)
	Shure SLXD1--G58 SLX-D Bodypack Transmitter, G58 Band	1.000 Unit(s)
	Shure DH5BO-TA4F DURAPLEX HEADSET, BLACK, OMNI, MTQG	1.000 Unit(s)

	Description	Quantity
	<p>Shure UA844+SWB Five-way active antenna splitter and power distribution system for Shure receivers. (470-952 MHz)</p>	<p>1.000 Unit(s)</p>
	<p>RF Venue D-ARC Diversity Architectural Antenna</p>	<p>1.000 Unit(s)</p>
	<p>Shure SBC203-US Dual Docking Station for SLX-D transmitters and SB903 battery</p>	<p>2.000 Unit(s)</p>
	<p>Shure SB903 Lithium-Ion Battery for SLX-D</p>	<p>4.000 Unit(s)</p>

	Description	Quantity
	<p>Radio Design Labs RDL-DD-BTN44</p> <p>RDL DD-BTN44 Wall-Mounted Bi-Directional Line-Level and Bluetooth Audio Dante Interface (White)</p>	<p>1.000</p> <p>Unit(s)</p>
	Force Technology Solutions LLC FTS Misc	<p>1.000</p> <p>Unit(s)</p>
	[Shipping] Shipping / Freight	<p>1.000</p> <p>Unit(s)</p>
	Force Technology Solutions LLC Project Labor - On Site On-Site Labor Services	
	Force Technology Solutions LLC Design and Engineering Design and Engineering Services	
	Force Technology Solutions LLC Programming Programming Services	
		Subtotal \$ 18,799.03

Speakers

	Description	Quantity
	<p>QSC CX-Q 8K4 4-Channel 2000W/CH Q-SYS network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, Mic/line Inputs, 100-240v</p>	<p>1.000 Unit(s)</p>
	<p>QSC AD-S162T-WH 2.75" Full-range (x16) element column surface speaker, 70/100V transformer with 8Ω bypass, 160° horizontal x selectable 15/30° vertical coverage, includes pan/tilt wall mount and input weather input cover. Color - White.</p>	<p>4.000 Unit(s)</p>
	<p>QSC AD-S28Tw-BK Dual 8" bandpass subwoofer, 70/100V transformer with 8Ω bypass, 120Hz bypassable low-pass filter, includes yoke and suspension hardware. Color - Black.</p>	<p>1.000 Unit(s)</p>
	<p>Belden Install Audio Riser Cable (Black) Multi-Conductor - Single-Pair Cables 2 22 AWG PP FS PVC FR Black</p>	<p>1,000.000 foot(ft)</p>

	Description	Quantity
	Belden 5200UE-1000-10	1,000.000
	Multi-Conductor - Commercial Audio Systems - 2 Conductors Cabled 2 16 AWG, BLACK	foot(ft)
	Force Technology Solutions LLC FTS - rigging hardware	1.000 Unit(s)
	Custom painting of Speakers	4.000 Unit(s)
	Force Technology Solutions LLC Shipping / Freight	1.000 Unit(s)
	Force Technology Solutions LLC Project Labor - On Site On-Site Labor Services	
	Force Technology Solutions LLC Programming Programming Services	
		Subtotal \$ 17,342.00
		Subtotal \$ 36,141.03
		Taxes \$ 0.00
		Total \$ 36,141.03

Project Agreement: This project agreement will constitute an agreement of the services and goods to be provided by Force Tech. Elements including equipment, labor, and logistics not specifically addressed in this agreement will be considered change orders and may result in additional charges and timeline extensions. Changes and timeline extensions due to

construction limitations, construction completion, site access, and necessary equipment changes may also result in additional charges and changes to this agreement. Any change orders will be invoiced immediately and must be paid before project completion. Force Tech expects full access to the worksite during pre-scheduled normal work hours. Limited access to the site during scheduled work hours that inhibits the ability for Force Tech to perform installation duties relative to this project is subject to additional labor charges not covered in this agreement. Additional approval in writing, by the Client, will be required for any overtime deemed necessary on this project. Upon completion, the system will be fully tested and commissioned by Force Tech to ensure that all equipment is working properly. The Client will then be trained to operate the system and will sign off on the project stating that the work of Force Tech has been completed to the specifications listed in this document. Once the project is signed off, the tasks of Force Tech are considered to be complete. The remaining balance for the project will be due on receipt or per the specified payment arrangement.

Deposits & Payments: On projects that require a deposit, a fee will be collected in advance to secure equipment, materials, and ensure that work begins on time. Deposits will be paid in full before equipment is ordered and work begins. Equipment delivery may exceed 6 - 9 weeks depending on availability from the date of equipment deposit. Custom items such as furniture and speakers may extend past that. Force Tech cannot be held responsible for missed deadlines or project delays due to equipment availability. Some projects may require multiple mid-project payments, in which case amounts and a potential payment schedule will be specifically addressed in this agreement. The remaining total balance will be due upon receipt and will be issued on the date of completion and client acceptance. Deposits and payments are subject to cancellation fees.

Cancellation Policy: Client cancellation of a project post-agreement will result in a 15%-25% restocking fee on all returned equipment. The Client will be charged in full for any items considered non-returnable including but not limited to: structured & custom cabling, equipment racks, built-to-order or custom configured items (including but not limited to wood and ATA racks & cases, custom snakes and cables, most speakers that have a wood enclosure, modified or specially painted items, built to order trussing), closeout or discontinued items, personal items (including but not limited to in-ear buds, headphones, and certain microphones), replacement parts (including raw speakers and drivers), software, training videos, and used items. The Client will also be charged \$136.00 per man hour spent on-site up until the time of cancellation. Any amount not covered by the deposit will be billed to the Client. The remaining deposit amount post-cancellation fees will be refunded to the Client.

Project Guarantee: Force Tech guarantees the systems they design, sell, and install to be free of defects in materials and workmanship for a period of one (1) year from the date of completion. The date of completion will be specified at the end of the project in the functionality and completion portion of the project documents. Completion is the stage in the progress of the project when the responsibilities of Force Tech are considered to be sufficiently complete in accordance with the project documents. At that time the client can occupy or utilize the space and system for its intended use. If during that time, the system fails to perform as specified due to defective materials or workmanship, Force Tech will correct the issue without additional charge. Force Tech is not responsible for the condition or functionality of the client's existing equipment. This includes equipment that is to be modified or changed from its current functionality and integrated into the system that Force Tech is installing. All equipment to be provided by Force Tech will be new, A-stock product and

eligible for all manufacturer warranties against defects unless otherwise stated and approved by the client. Force Tech cannot be held liable for parts and equipment installed in this system that are determined to be defective at the fault of the manufacturer. Force Tech will assist the client in obtaining a remedy under the manufacturer's warranty for system equipment. However, additional service visits, manufacturer's repair fees, shipping charges, and bench time may be billed at the prevailing labor and travel rates.

Client Responsibilities: Any necessary construction or additional work required for completion not specifically addressed in this proposal is considered the responsibility of the client. Client responsibilities not completed previous to the start of on-site installation may result in timeline extensions and change orders. Additional specifications for the client's responsibilities may be provided by Force Tech upon execution of this agreement. Client responsibilities include but are not limited to: all electrical provisions required to support the system, data network infrastructure as it pertains to connection of the proposed system to a client network, all necessary infrastructure conduit cable trays, and/or raceway if requested, clear pathways for system cabling, necessary core-drilling, structural engineering, structural modifications, and structurally sound mounting points for mounting equipment. This includes any provisions that must be made to existing structure for mounting speakers, projectors, monitors, etc., custom carpentry & trim work, modifications and/or replacement and patchwork of ceiling tiles, grid, and drywall. **Electrical Circuits:** Force Tech will inform the client of power requirements to perform the install upon acceptance. Any and all installation or modification of electrical circuits, outlets, or cabling is the sole responsibility of the client or the client's arranged electrical contractor. It is suggested that all power meet the following requirements: properly installed per National Electrical Code (NEC), isolated ground (IG) circuits with orange IG receptacles, and clear identification of electrical panel and breaker on each receptacle. In some instances, it may be necessary for the system to be separated from the rest of the power in the building by an isolation transformer. Force Tech cannot be held responsible for "hum, buzz, & interference" in a system due to faulty power. Extensive troubleshooting of these issues discovered to be at fault of the client provided electrical may result in additional charges.

93026 Beason Hall Audio Equipment Upgrades

City of Franklin

70 East Monroe Street
Franklin, Indiana 46131 United States
317-346-1270

QUOTE NUMBER

184407-93026

Revision: 0

Modified: 6/30/2023

PROPOSAL VALID 10 DAYS

NOTE: Historically we have been able to guarantee prices for up to 90+ days. However, due to the current environment for raw materials, fuel, currency fluctuations, freight costs, etc... prices are valid for 10 days after the date of proposal and are subject to change without notice.

FREIGHT COSTS

Due to rapidly increasing freight costs AVI Systems will charge the customer for actual inbound shipping and handling charges. Any freight costs shown in our proposal are an estimate only and are subject to change.



Presented By:

Account Manager: Josh Whitis

Designed By: Paul Donlon

AVI Systems

1256 Washington St
Columbus, IN 47201-5722 United States
(800) 742-5036
<https://www.avisystems.com/>



COMPANY PROFILE

COMPANY OVERVIEW

AVI Systems (AVI) was established in 1977. AVI is a leading audio/visual systems designer and integrator providing advanced communications products, support services and technology solutions for educational, governmental and corporate environments. Beyond offering state of the art products and services, we create strategic options to meet your unique needs and deliver the optimal communications environment. From system design to installation and product training to service and support programs, we connect our clients with customized end-to-end solutions that are scalable, reliable and, above all, simple to use. Past success has come from our highly experienced people taking the time to fully understand the needs of our customers to provide creative solutions — solutions that ensure superior results and enable our clients to effectively communicate.

THE AVI ADVANTAGE

- 23 U.S Locations
- 45 Years in Business
- 700 Employee Owners
- 400 Manufacturing Partners enables us to provide optimal AV Solutions
- 80% of employees are focused on technical delivery
- More than 3500 installations completed last year
- PRO Development, PRO Design, PRO Integrations and PRO Support
- Company Wide AVIXA Certificates, 125 CTS, 50 CTS-D and 30 CTS-I

WHY AVI?

We stand apart because of all the things our people have in common. Among them:

A shared stake in your success

As a 100% employee-owned company, we're 100% dedicated to doing right by our customers – which means we stand by our work, and will always have your back.

Unparalleled expertise

From credentials to customer satisfaction, we have – by any measure – the most talented and best trained people in our industry. Moreover they have the energy, intelligence and integrity to get the job done right.

Focus on the future

You need to know that your technology partner will always be there for you. Unparalleled customer support, top of the line insurance, and AVI's rock-solid financial and underpinnings provide that reassurance. As a 100% employee-owned company, we're 100% dedicated to doing right by our customers – which means we stand by our work, and will always have your back.

IMPORTANT NOTICE ON SUPPLY CHAIN CONCERNS

IMPORTANT INFORMATION - PLEASE READ

To Our Valued Customers:

With the COVID-19 pandemic continuing to spread, it has built a domino effect in creating more havoc in its wrath, disrupting major supply chains worldwide. Congestion at ports due to logistical demands have also caused a shortage in shipping containers. In our industry, the COVID pandemic has caused a rising demand for components used in PC's and audio visual products, which in turn, has resulted in a severe shortage in semiconductors, panels, memory and audio/visual equipment.

In addition, the rapid growth of e-commerce, a longer-than-expected shipping season, and worldwide equipment shortages, are all driving freight rates to new record heights. We cannot provide accurate freight costs for any project until after we order the product. Any freight shown on our quote is just an estimate and may be adjusted.

These issues will likely have an impact on our products and services. Delivery times will be constrained for an extended period of time and it may be several months before we can receive the product. In addition many of our manufacturers are discontinuing some products after we have provided you a quote. We will do our best to provide a product that is comparatively priced and will ask for your approval to make the change, however, sometimes a replacement product may be more expensive than the original product quoted. We will notify you as soon as possible and ask for you to approve the cost increase via a change order.

We have always tried to provide consistency to our customers. However, we are asking for your understanding in this difficult time as the lead time and price for raw materials have increased tremendously this year. Many of our suppliers are providing us with monthly adjustments to pricing and extended lead times. Our proposals are only valid for 10 days from the date of proposal. Lead times for delivery of the products may be several months. It is important to receive orders as soon as possible after quoting so that we can get product ordered and lock in costs. We will let you know after we order products from the manufacturers of any extended lead times.

SCOPE OF WORK

City of Franklin Beason Hall Upgrade

AVI will remove the existing equipment from the existing rack.

AVI will use the existing rack in the storage room for the new equipment.

AVI will provide a new sound system for the space with speakers located in two different locations to allow for different room orientations.

AVI will install two wall mounted speakers in two different locations.

Location one will be two speakers to the outside of the three larger windows.

One speaker will be mounted to the outside of the windows on the wall.

Location two will be on the wall to the left of the entry doors as you enter the room.

The speakers will be mounted to the outside of the wall sconces.

AVI will provide and install a sub-woofer from the wood beam near the AV ducts to provide additional low end sound support.

AVI will provide an amplifier to feed the speakers.

AVI will provide 4 wireless microphones for the space.

Three will be handheld and one will be a belt pack with headset mic.

AVI will provide an antenna combining system with remote antenna in the room.

AVI will provide a mixer DSP for audio processing.

The new wireless microphones and the existing DVD player will be inputs to the mixer.

There appears to be 5 additional wired microphone connections and 8 wall line in jacks.

AVI is providing provisions to reconnect all the existing inputs to the mixer.

City of Franklin will need to decide if the inputs are still needed.

AVI will provide a wall plate with Bluetooth and RCA and Stereo mini inputs and well as Stereo mini output in the room and connect to the mixer

The output will be the amplifier.

AVI will provide a 10 inch touch panel for audio control.

Control will include room setup selection for the direction of the sound, volume and mute of the inputs (4

wireless new mics, 5 existing mic connection, 8 existing line connection, DVD player, Bluetooth, RCA, and Mini jack) and Source selection and volume of the Stereo mini output.

City of Franklin will need to provide power at the rack for the gear.

1

AVI

Due to rapidly increasing freight costs AVI will charge the customer for actual inbound shipping and handling charges. Any freight costs shown in our proposal are an estimate only and are subject to change.

1

AVI

Misc cables and hardware

225

Belden

10GX, Nonbonded-Pair, 4-pair, 23 AWG, CMP, Category 6A, F/UTP cable, Blue (Per Foot)

625

Belden

Plenum-CL2P 2-14 AWG stranded bare copper conductor with Flamarrest insulation, Flamarrest jacket with ripcord - Priced Per Foot (White)

60

Belden

Plenum 2 Conductor Quad Audio Cable

40

Belden

Plenum Rated 22 AWG with shield Audio/Control Cable

3

Covid

Cat 6a, RJ45 to RJ45, Black Jacket, 10ft

1

Integration Service

1

Luxul

AV Series 18-Port/16 POE+ Gigabit Managed Switch

4

QSC

2.75" Full-range (x16) element column surface speaker, 70/100V transformer with 8? bypass, 160° horizontal x selectable 15/30° vertical coverage, includes pan/tilt wall mount and input weather input cover. Color - White.

1

QSC

Dual 8" bandpass subwoofer, 70/100V transformer with 8? bypass, 120Hz bypassable low-pass filter, includes yoke and suspension hardware. Color - Black.

1

QSC

Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, no GPIO, 16 next-generation AEC processors, 1RU.

* Price Includes Accessories

93026 Beason Hall Audio Equipment Upgrades

Project No : 184407-93026

Rev. 0

6/30/2023

- 1 **QSC**
4-Channel 2000W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, Mic/line Inputs, 100-240V.
- 1 **QSC**
Q-SYS peripheral providing control expansion with 1 IR receiver, 4 IR emitters. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.
- 1 **QSC**
Q-SYS peripheral providing 4 mic/line inputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.
- 1 **QSC**
Rack mount tray and blanking panels to mount up to four QIO units in a 1U 19" standard rack format.
- 1 **QSC**
Q-SYS Core 110 license for Microsoft Teams Room software features, enables both Q-SYS Scripting and UCI Deployment, Perpetual
- 1 **QSC**
Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting.
Color - Black only
- 1 **Radio Design Labs (RDL)**
Wall-Mounted Bi-Directional Line-Level and Bluetooth Audio Dante Interface
- 1 **Rf Venue**
Diversity Architectural Antenna
- 1 **Shure**
DURAPLEX HEADSET, BLACK, OMNI, MTQG
- 4 **Shure**
Lithium-Ion Battery for SLX-D
- 2 **Shure**
Dual Docking Station for SLX-D transmitters and SB903 battery
- 1 **Shure**
Bodypack Transmitter
- 1 **Shure**
Handheld Transmitter with SM58 Capsule
- 1 **Shure**
Dual Wireless Vocal System with SM58

* Price Includes Accessories

93026 Beason Hall Audio Equipment Upgrades

Project No : 184407-93026

Rev. 0

6/30/2023

- 1 Shure**
Dual-Channel Digital Wireless Receiver
- 1 Shure**
Five-way active antenna splitter and power distribution system for
QLX-D, ULX, ULX-D, SLX, and BLX (BLX4R only) receivers. (470-952 MHz)
- 2 Shure**
50' UHF Remote Antenna Extension Cable, BNC-BNC, RG8X/U Type

Conference Room Total	\$35,999.37
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Project Subtotal:	\$35,999.37
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* Price Includes Accessories

PROJECT SUMMARY

Total Installation Price:

\$35,999.37

Grand Total:

\$35,999.37

93026 Beason Hall Audio Equipment Upgrades

Project No : 184407-93026

Rev. 0

6/30/2023

RESPONSIBILITIES & ASSUMPTIONS

Customer Responsibilities

- AVI can supply necessary drawings, details and services for certain items that are better handled by the Contracting Party, Purchaser or others. Unless specifically included in our proposal the costs for these services **are not** included in this proposal and are the responsibility of the customer.
- Supply and installation of all 120V wiring for AV requirements.
- Supply and installation of any junction boxes, wall boxes, surface mount raceway, conduits and floor boxes needed for AV wiring connectivity.
- Supply and installation of all necessary wall backing or structure for LCD displays, speakers, recessed screens, etc. as required by our project manager.
- All necessary permits and fees to conform to state and city building codes.
- Telephone and data network for audio, video, or control equipment. This includes configuration of your VoIP system to work with our audio conferencing equipment.
- Supply and installation of phone or data, related to connection of video teleconferencing system to network. Configuration of your network to work with the AV system. Network should be in place and tested one week prior to equipment installation.
- Loading of software of any kind on computer(s). Products that include software will be provided to the customer for installation on their equipment. Training on software is not included unless specifically shown in our proposal.
- All labor is priced as non-union.
- Installation of custom rear projection screens, associated millwork or wall construction. Installation of recessed projection screens in plaster, drywall or hard ceilings
- Any rework of ceiling tiles and grid due to the installation of above ceiling equipment.
- Any modifications to millwork or installation required for installation of audio visual equipment. This includes modifications to provide adequate airflow. Modifications to millwork or furniture, unless otherwise noted in the quotation.
- HVAC to provide properly cooling for the AV equipment.
- Any required asbestos abatement.

RESPONSIBILITIES & ASSUMPTIONS

Assumptions

- Room Availability - Room(s) in which installation is to be done will be made available for AVI Systems' exclusive use on the day(s) of the scheduled installation. Installations will be scheduled Monday - Friday (excluding holidays) between the hours of 7:00AM - 6:00 PM.
- Parking - The customer will provide adequate parking for AVI Systems' vehicle(s) in a location conducive to our access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, the customer will validate the parking ticket for AVI Systems' vehicle(s).
- Merchandise Storage - Once new merchandise sold and provided by AVI Systems for this installation has been delivered to the job site and signed for by a representative of the customer. The customer will assume responsibility for the secure storage of such merchandise until the completion of the installation.
- Existing Equipment – If this project entails installation and/or re-use of any existing equipment owned by the customer, the customer shall, at AVI Systems request, provide us with any documentation which may be required in order to properly install and/or integrate the equipment into the new system. AVI is not responsible for the functionality of this equipment and if found to not be working and required for system functionality must be replaced at the customer expense.

GENERAL TERMS & CONDITIONS

1. **PREVAILING TERMS AND CONDITIONS:** These Terms and Conditions, together with any appendix or other document into which these Terms and Conditions are incorporated (the "Agreement"), form the entire agreement between AVI Systems (AVI) and Customer as to the subject matter addressed herein (this "Agreement") and will become effective upon the execution of Customer. Requests for quotation, notification of acceptance or other purchasing documents provided by Customer concerning Products which are inconsistent with, different from or in addition to this Agreement are hereby rejected. In the event of a discrepancy in unit and extended pricing, the unit price will prevail.
2. **PAYMENT TERMS:** Subject to credit approval, the Customer shall pay within 30 days of invoice date for non-installation orders. Installed system orders require a minimum 50% down payment with order. Systems where installation and completion of the project will extend over a period greater than 30 days from date of order will be subject to progressive billing up to 75% of the contract amount as well. In such cases, AVI will invoice for equipment received and assigned to the project (order) and services performed. The remaining 25% is due NET 30 after completion. Progressive invoices will be due and payable according to normal credit terms. If at any time, Customer fails to pay invoices when due, or if for any reason AVI feels insecure in extending credit, AVI may decline to provide further goods on credit. Any account payments shall not extinguish any unpaid portion of the subject invoices, despite any notation on or accompanying payment such as "in full payment" or "in full satisfaction," or words of similar effect. CUSTOMER UNDERSTANDS THAT THIS PROVISION CONSTITUTES A WAIVER OF RIGHTS UNDER APPLICABLE LAW.
3. **FAILURE TO PAY:** If the Customer fails to pay AVI for products when due, then in addition to any other remedies available to AVI under this Agreement or allowed by law for that default, Customer will pay AVI an additional monthly financing charge equal to the lesser of: (a) one and one-half percent (1.5%); or (b) the maximum monthly interest rate allowed by law; of any amounts past due, chargeable during each month that payment remains outstanding and AVI's reasonable expenses of collection, including, but not limited to, attorneys' and experts' fees and court costs. Failure by Customer to pay any part of the account when due, or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Customer or its property, AVI may, at its option, cause the entire unpaid balance to become immediately due and payable and AVI shall have the right to enter at any time without notice upon the premises where any of the materials procured by Customer from AVI are located and take possession, reclaim, and exercise any and all rights available at law or equity to AVI with respect to the materials or collection of debt. Customer hereby expressly waives any right to action that may accrue by reason of the entry for taking possession of or the selling of with respect thereto including service charges and reasonable attorneys' fees and court costs. Customer agrees to reimburse AVI for all costs and expenses, including attorneys' fees and court costs, which AVI may incur in connection with any federal or state insolvency proceeding commenced by or against Customer, including those seeking dismissal or conversion of the bankruptcy proceeding, or opposing confirmation of Customer's plan there under.
4. **ADDITIONAL SECURITY FOR PAYMENT:** Customer hereby agrees to execute such additional documents as AVI may require from time to time including a personal and/or business guarantee and UCC Financing Statements. As collateral securing Customer's obligations, Customer grants to supplier a continuing security interest in all of Customer's accounts and all goods provided by AVI to Customer (whether or not paid for by Customer).
5. **APPROVAL OF ORDERS:** All Customer purchase orders for Products under this Agreement are subject to acceptance by AVI including, if appropriate, approval by AVI Credit Department. Upon notice by AVI, Customer will furnish AVI such financial information as AVI may reasonably request for this approval. AVI may, in its sole discretion, cancel this Agreement at any time if Customer fails to meet credit requirements established by AVI.
6. **DELIVERY:** Delivery times shown on the quote are typical for the quoted equipment but may vary due to equipment availability and installation department workload. Relevant information regarding delivery and installation scheduling, if applicable, will be provided to you as soon as we receive it. AVI will not be responsible for delivery delays due to product availability or express shipping charges to expedite delivery.
7. **TRANSPORTATION COSTS:** Unless otherwise provided in this Agreement, the prices for Products indicated in this Agreement exclude all transportation costs, including, but not limited to, freight, insurance and special handling and packaging. AVI will prepay these costs and invoice them to Customer.

GENERAL TERMS & CONDITIONS

8. **TITLE AND RISK OF LOSS:** Title and risk of loss of Products will pass to Customer the earlier of 1) invoicing or 2) product shipping from manufacturer, etc.
9. **TAXES:** The prices for Products indicated in this Agreement are subject to taxes, including, but not limited to, sales, excise or use taxes. Customer shall pay all sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of this Agreement. AVI will invoice Customer for any of these taxes AVI is legally obligated to collect from Customer.
10. **INSTALLATION:** If applicable, installation will be performed during our normal working hours, 7:00 a.m. - 6:00 p.m., Monday through Friday (excluding holidays) unless otherwise noted on the quote. If installations are scheduled outside of normal business hours due to client's request, those hours will be billed at overtime rates. Installation schedules must be coordinated through our Installation Department. When delivery of all required equipment is confirmed, our Installation Department will contact you to work out a firm installation schedule. If an installation must be re-scheduled at your request, it will be moved to the next suitable opening in the Installation Department schedule. If upon arrival on the scheduled installation date AVI is prohibited from working in the rooms the Customer will be responsible for all costs associated with rescheduling.
11. **CHANGES/RETURNS:** Due to the custom nature of Audio and Video equipment, customer-requested changes or changes to design once equipment is on-hand or in transit, may result in re-stocking charges to the Customer. Re-stocking charges will be assessed at the rate of 20% of the original purchase price. Any changes to the agreed-upon scope of work defined in the quote must be authorized in writing and will result in additional charges. These charges will be accomplished via a change order that must be completed and signed by both parties before any equipment or labor is provided as a result of the change in scope of work.
12. **WARRANTY:** AVI makes no warranty regarding the equipment used in the system, and does not assume any manufacturer's warranties for such equipment. For installed systems AVI warranty covers removal, repair and replacement of equipment on a "return to factory" basis for a period of **ninety (90) days** for equipment covered under the manufacturer's warranty. After **ninety (90) days** AVI will charge the customer for labor to remove and replace any equipment covered under the manufacturer's warranty. Please note: AVI will assist the customer in obtaining cure under manufacturers' warranties for system equipment for a period of one (1) year from the date of Substantial Completion at no cost to the Owner. This will include providing invoices, warranty information and contacting the manufacture on behalf of the customer to initiate warranty repairs or replacement. AVI recommends the purchase of the optional **AVI Extended Labor Warranty and 1 Year Managed Service Agreement**. This agreement provides one (1) preventive maintenance call and extends the labor warranty for removal, repair and replacement of the equipment to one (1) year. Without acceptance of the **AVI Extended Labor Warranty & 1 Year Managed Service Agreement** any labor for removal and replacement of equipment covered under manufacturer warranty, non-warranty service calls, manufacturers repair fees, shipping charges and bench time will be billed at the prevailing labor and travel rates.

AVI warrants the system or systems it designs, sells, and installs to be free of defects in our workmanship and installation materials (cables, connectors and hardware) for a period of one (1) year from the date of Substantial Completion. If during that time, the system fails to perform as specified due to defective workmanship or installation materials, AVI will correct the problem at no additional charge. AVI is not responsible for the condition or functionality of the customer's existing equipment.

Definitions:

Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the Work for its intended use. This is the date that the customer begins utilizing the equipment.

Workmanship is our physical installation of the equipment and components so that they form a complete system.

GENERAL TERMS & CONDITIONS

Installation Materials are the cables, connectors, hardware and accessories utilized to assemble the equipment into a functioning system.

Equipment is the physical components such as audio, video and control system electronic components, microphones, cameras, projection screens, lecterns, racks and furniture that are provided with a separate manufacturer provided warranty.

Limitations: This warranty does not apply to any appearance items of the product or to any product the exterior of which has been damaged or defaced. This warranty does not cover failure due to system or product misuse, abnormal service or handling, removal of Customer's media or replacement, improper operation, system alterations or modifications from AVI's design or construction, or failure to maintain or use equipment in accordance with manufacturer recommendations. This warranty does not cover damage caused by fire, smoke, water, lightning, electrical surges or other damage caused by weather, natural disaster, or any outside forces. This warranty does not cover service calls that are the result of the mis-adjustment of the system or the connection of Owner's equipment to the system. This warranty does not include maintenance activities such as re-convergence of projections systems, re-programming of control systems or the replacement of projection lamps or other expendable items. AVI is not responsible for "image burn" as a result of prolonged periods of static images being displayed on certain devices. The duties of AVI are limited to those expressly stated in this Agreement. AVI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ON THE SYSTEM OR ANY PARTS OR SERVICE RENDERED HEREUNDER. AVI SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF BUSINESS OPPORTUNITIES OR LOST PROFITS, DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S DIFFICULTY WITH OR INABILITY TO USE THE SYSTEM, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT.

13. **WAIVER:** Either party's waiver of the other's default in its obligations under any terms or conditions of this Agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.
14. **BONDING:** If required AVI can provide performance bonding for work covered under this Agreement. Cost for such bonding will be added to the first progress invoice.
15. **ENTIRE AGREEMENT:** This Agreement and appendices to this Agreement supersedes, terminates and otherwise voids any and all prior written and/or oral agreements between the parties with respect to Products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on attached schedules, quote summaries and/or change.

PAYMENT TERMS & SCHEDULE

Payment Breakdown	Amount	Due Date
50% - deposit of overall contract invoiced with order, paid NET30	\$17,999.69	
25% - of overall contract – progress billings – as product is delivered to our warehouse.	\$8,999.84	
25% - of overall contract – final billing – upon completion of project.	\$8,999.84	

Systems where installation and completion of the project will extend over a period greater than 30 days from date of order will be subject to monthly progressive billing. In such cases, AVI will invoice for services performed and equipment received and assigned to the project. Progressive invoices will be due and payable according to our normal credit terms.

PAYMENT TERMS & SCHEDULE

ACKNOWLEDGEMENT

As the authorized representative of the Customer, I acknowledge that I have read the attached scope of work and fully understand what is being proposed. I also acknowledge that I have read the customer responsibilities section, assumptions and general terms and conditions.

By accepting our proposal whether by purchase order or signed contract I accept the Payment Terms and Conditions shown above. I understand that the Total shown on the Payment Terms and Schedule may not include any applicable sales tax and that applicable tax will be added to our invoice if required.

I understand that the warranty for labor on installed equipment is covered for a period of ninety (90) days.

On some proposals we may offer an Optional Managed Services Agreement. If offered it will be shown as "MANAGED SERVICES AGREEMENT" on our proposal as an OPTION. If you choose to accept that option please initial the Optional Managed Services Agreement document at the end of our proposal. If a "MANAGED SERVICE AGREEMENT" is offered and accepted the cost for that agreement will be added to the amount shown above in the Payment Terms and Schedule. Please read the Optional Managed Services Agreement for details.

I understand that without this agreement AVI will charge the customer for labor to remove and replace any equipment covered under the manufacturer's warranty after ninety (90) days from the date of substantial completion. Substantial Completion is the stage in the progress of the work when the customer begins utilizing the system for its intended use.

AVI Systems

Signed: _____

Name: Josh Whitis

Title: Account Manager

Date: _____

Phone: (800) 742-5036

Fax: (812) 376-3557

City of Franklin

Signed: _____

Name: _____

Title: _____

Date: _____

Phone: _____

Fax: _____

*All change orders will be invoiced at time of change





Corporate Information
 1256 Washington Street
 Columbus, Indiana 47201
 P: 800.742.5036

Bill To Information:	Ship To Information:(same if blank)
Organization: City of Franklin Address: 70 E. Monroe St. City: Franklin State: IN Zip: 46131 County: Johnson	Organization: City of Franklin Address: 70 E. Monroe St. City: Franklin State: IN Zip: 46131 County: Johnson
Customer Contact Information:	Quote Information:
Contact: Rick Littleton Phone: 317-346-1270 Mobile: Fax: Email: rlittleton@franklin.in.gov	Created: June 7, 2023 Modified: June 7, 2023 Quote #: 184362 Quote Name: Beason Hall Acoustical Panels Quoted By: Josh Whitis
REMIT Orders to one of the following:	
E-MAIL: CIMOrders@cimtechsolutions.com Mail: 1256 Washington Street, Columbus IN 47201	

Additional Notes:

***For accurate pricing and timely order processing please include Quote number on Purchase Order.**

Qty	Manufacturer	Model #	Description	Unit Cost	Total Cost
1	Acoustical Fulfillment	Fulfill Panel 2	FulFill Panel 2", Square, FR701 Impaling Clips for Wall Mounting Included (9) 48" x 72" (18) 18" x 72"	\$7,140.00	\$7,140.00
1	Acoustical Fulfillment	Core Ceiling Panels	CORE Ceiling Panel 2", Square, White Texture Finish Painted puck for direct ceiling mount (16) 48" x 48"	\$3,814.00	\$3,814.00
1			Shipping with Lift Gate	\$650.00	\$650.00
1			Our standard pricing for custom panels includes the Guilford of Maine FR701 series fabric (except White #224 and Eggshell #144- see below). Other fabric series from the Guilford Acoustic series or other acoustically tested fabrics can be used. Pricing needs to be revised and the fabric approved before production. All light-colored fabrics (ex: FR701 White #224 and Eggshell #144) may require an additional scrim at extra cost.	\$0.00	\$0.00
Totals				\$11,604.00	



Corporate Information
1256 Washington Street
Columbus, Indiana 47201
P: 800.742.5036

FOB: Origin

Delivery: Stock – 60 days - AVI (AVI Systems) is not responsible for delays in product delivery.

Payment Terms: Orders will be invoiced according to established credit terms. Customers without established credit terms must complete a Customer Setup and Credit Application form prior to acceptance of the order.

Payment with Credit Card: A 2% convenience fee will be charged for payment(s) using a credit card(s).

Shipping: Shipping costs will be added to final invoice unless noted above.

By signing below, I acknowledge the following:

- I have read the General Terms and Conditions section of this document and agree to be bound by them,
- I understand that any applicable taxes are not included in the quote and will be added later and remitted unless a Tax Exempt Certificate accompanies the purchase order,
- I understand that labor warranty will not exceed 90 days without an additional Managed Services Agreement.

Acceptance

Please sign below to indicate acceptance of terms and conditions.

Signature: _____

Print Name & Title: _____

Date: _____

Method of Payment

☐ Purchase Order # _____

☐ Check # _____

☐ Circle One: Visa/MC/AE Exp. _____

Card # _____

(By signing, the above confirms the authority to legally bind the Company/Organization named on this application or agreement appended to these Terms and Conditions of AVI Systems.)



GENERAL TERMS AND CONDITIONS

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7. **TRANSPORTATION COSTS:** Unless otherwise provided in this Agreement, the prices for Products indicated in this Agreement exclude all transportation costs, including, but not limited to, freight, insurance and special handling and packaging. AVI will prepay these costs and invoice them to Customer.
8. **TITLE AND RISK OF LOSS:** Regardless of FOB point, Customer agrees to bear all risks of loss, injury, or destruction of Products and materials ordered hereunder which occur prior to delivery, and that loss, injury, or destruction will not release Customer from any obligation.
9. **TAXES:** The prices for Products indicated in this Agreement are subject to taxes, including, but not limited to, sales, excise or use taxes. Customer shall pay all sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of this Agreement. AVI will invoice Customer for any of these taxes AVI is legally obligated to collect from Customer.
10. **INSTALLATION:** If applicable, installation will be performed during our normal working hours, 7:00 a.m. – 6:00 p.m., Monday through Friday (excluding holidays) unless otherwise noted on the quote. If installations are scheduled outside of normal business hours due to client's request, those hours will be billed at overtime rates. Installation schedules must be coordinated through our Installation Department. When delivery of all required equipment is confirmed, our Installation Department will contact you to work out a firm installation schedule. If an installation must be re-scheduled at your request, it will be moved to the next suitable opening in the Installation Department schedule. If upon arrival on the scheduled installation date AVI is prohibited from working in the rooms the Customer will be responsible for all costs associated with rescheduling.



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15. **ENTIRE AGREEMENT:** This Agreement and appendices to this Agreement supersedes, terminates and otherwise voids any and all prior written and/or oral agreements between the parties with respect to Products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on attached schedules, quote summaries and/or change orders are by this reference incorporated in this Agreement.