



B. The Contractor shall complete the services under this Agreement within the time for completion, if any, specified in the attachment(s) listed in Section 3. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work. Notwithstanding the foregoing or any other provision in this Contract, the parties agree the Covid-19 pandemic is not an unexpected event that will excuse Contractor from any provision of this Contract or otherwise qualify as a force majeure event, absent the City's express written agreement.

10. **EXTRA SERVICES.**

Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NON-DISCRIMINATION.**

During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

**A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):**

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

**B. Articles of Agreement, Request for Exemption, and Release of Payment:  
The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:**

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or fewer	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

\*As determined by the Finance Director

\*\*As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City in the calendar year. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Mark Benno, Facilities Manager

\_\_\_\_\_  
(Department or Division Head)

1301 S Badger Road, Madison, WI 53703

\_\_\_\_\_  
608-266-9632

FOR THE CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. **INDEPENDENT CONTRACTOR AND TAX INFORMATION.**

It is agreed that Contractor is an independent contractor and not an employee of the City, and any persons who the Contractor utilizes or provides for services under this Contract not employees of the City of Madison.

**Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment.** The Contractor is informed that as an independent contractor, Contractor may have a responsibility to make estimated tax returns, file tax returns, pay income taxes and make social security payments on the amounts received under this Contract. No amounts will be withheld by the City for these purposes and payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, accounting of services rendered, and any other reports or documents relevant to the provision of services under this Contract or the enforcement of its provisions. Such documents shall be provided according to the schedule (if any) included in this Contract, or Any within five (5) business days after Contractor receives the City's written request, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

24. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability. The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and non-contributory and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Worker's Compensation. The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional/Technology Errors & Omissions. The Contractor shall procure and maintain Professional liability insurance, covering technology errors and omissions, with coverage of not less than \$2,000,000 per claim and in the aggregate. Coverage shall include, but not be limited to, both liability and property loss exposures including technology services, technology products, media content, network security breaches, extortion threats, crisis management expense, and business interruption and negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed or contracted by Contractor. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage"

covering at all times all claims made with respect to Contractor's work performed under the Contract. This coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

**Cyber Liability.** Contractor shall procure and maintain during the life of this Contract, Cyber and Privacy insurance with limits of not less than \$2,000,000 per claim and in the aggregate. Coverage shall include , but not be limited to, coverage for unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personally identifiable information, payment card information, and health information; and violation of any federal, state or local law or regulation in connection with the protection of information, including coverage for fines and penalties to the extent allowed by applicable law. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract .

**Acceptability of Insurers.** The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

**Proof of Insurance, Approval.** The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison  
ATTN: Risk Management, Room 406  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **COOPERATION WITH PUBLIC RECORDS REQUESTS, RELEASE OF DATA.**

This section 28 applies if any of the services under this Contract include sharing, providing, transmitting, processing, handling, storing, or any other access by the Contractor, whether by electronic or any other means, of "Records" as defined below:

- A. **Records Status Under the Wisconsin Public Records Laws.** In this section, "Records" are as defined in Wis. Stat. §19.32(2) and include Contractor's Records as described in Wis. Stat. §19.36(3). Records fall into two categories: (1) Records prepared by the Contractor in the course of providing services under this Contract that reside with the Contractor during the term of the Contract and (2) Records originating with the City that are provided to Contractor under this Contract. The City is the Custodian of all of the City's Records, including any data and information provided by the City to Contractor under this Contract, and as such, the City shall make a final determination under the Wisconsin Public Records Laws as to whether to allow public inspection or release of such Records. Contractor acknowledges that the City cannot hire a contractor to conduct public business with the purpose or effect of evading the City's responsibilities under the Wisconsin Public Records Laws (Wis. Stat. §§ 19.31-19.37).
- B. **Duty to Cooperate with City Records Custodians.** Contractor shall cooperate and coordinate concerning any requests by third parties brought under the Wisconsin Public Records Laws for inspection or production of Records under this Contract. Contractor agrees to produce any and all records under this Contract that are requested by a City records custodian (defined in Wis. Stats. § 19.33, hereafter, "Custodian") in response to a request received by the City from any member of the public. Contractor shall produce such records within ten (10) business days from the date requested by the Custodian or another mutually agreeable time. At the time such records are delivered to the City the Contractor shall inform the Custodian, in writing, of any and of all reasons Contractor believes that such records, or identified portions thereof, should not be publicly disclosed. The Custodian shall notify the Contractor, in writing, whether the Custodian agrees or disagrees with such reasoning, of the Custodian's intent to disclose records, the date such disclosure will be made, and the name and address of the requester of the records. The City has no obligation to withhold Records at the request of Contractor, absent a court order.
- If Contractor fails to produce Records as defined above in response to a request from the City resulting from a third party's request under the Open Records laws, or if the City should decide to withhold Records produced under this Contract at the Contractor's request and any third party commences an action against the City of Madison or an officer, official, agent, employee, or its Custodian as a result of this decision, Contractor shall indemnify, defend and hold harmless the City's Records Custodian, the City of Madison, and its officers, officials, agents, and employees from all loss, risk of loss, claims, judgments and damages (including expenses, costs and actual attorney fees), sustained or incurred because or by reason of any claim, demand, suit, action, judgment, execution, for damages for any kind alleged to have been caused by, resulting from, arising out of or in any manner related to the failure to release or produce Records. The City shall give prompt notice of any such claim or action that may trigger Contractor's obligations under this paragraph, using the notice procedures set forth in the Contract.
- C. **Customer's Access To Records And Handling Of Records.** Upon termination or expiration of this Contract, Contractor will allow the City not less than ninety (90) days to export any and all data meeting the definition of "Records" under paragraph 1 and residing on the Contractor's service. The City shall have the right to extract and retrieve all such data in a format acceptable to the City, at no additional cost, during the term of this Contract and for ninety (90) days from the date of termination or expiration.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

- A. **DEFINITIONS.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested,

charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. REQUIREMENTS. For the duration of this Contract, the Contractor shall:

(1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

(2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.

(3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.

(4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.

(5) Comply with all other provisions of Sec. 39.08, MGO.

C. EXEMPTIONS: This section does not apply when:

(1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or

(2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

30. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **IT NETWORK CONNECTION POLICY.**

If this Contract includes services such as software support, software maintenance, network services, and/or system development services that will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

32. **GASB.**

During the term of this Contract and for twelve (12) months thereafter, Contractor shall provide all information requested by the City and/or its contracted auditor relating to compliance with applicable Government Accountability Standards Board (GASB) standards, including but not limited to GASB Statement No. 87 (Leases) and GASB Statement No. 96 (Subscription-Based Information Technology Arrangements). If applicable, Contractor shall structure its activities, invoices, and record-keeping under this Contract to provide the City with all necessary cost elements for GASB compliance, including but not limited to: Lease Term in Years, Discount Rates, Separates Multiple components (Equipment from Software), Lease Incentives, Buy-Outs, Amendments to the Terms, and cooperate with all other requests of the City and its auditor as the City deems necessary for its GASB compliance. Contractor shall comply with all applicable Securities and Exchange Commission (SEC) regulations.

33. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

34. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

**CONTRACTOR**

\_\_\_\_\_  
(Type or Print Name of Contracting Entity)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title of Person Signing)

Date: \_\_\_\_\_

**CITY OF MADISON, WISCONSIN  
a municipal corporation**

By: \_\_\_\_\_  
Satya Rhodes-Conway, Mayor

Date: \_\_\_\_\_

**Approved:**

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

Date: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
Eric T. Veum, Risk Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Haas, City Attorney

Date: \_\_\_\_\_

**For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:**  
Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

**NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:**

By: \_\_\_\_\_  
Mary Richards, Procurement Supervisor

\_\_\_\_\_ Date

- MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:
- (a) The funds are included in the approved City budget.
  - (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a) (contracts less than \$50,000 in total or less than \$50,000 per year for software and technology services are exempt.)
  - (c) The City Attorney has approved the form of the Contract.
  - (d) The Contract complies with other laws, resolutions and ordinances.
  - (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive selection. (If \$50,000 or more and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

**For City Use Only: SIGNATURE INSTRUCTIONS WHEN SIGNED BY FINANCE (PURCHASING):**  
Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.



# Retail Sales Agreement



Reference Number: 1224652  
Prepared For: Madison Public Library  
Attn: Patrick Garvey

Date: December 11, 2023  
Madison Public Library - Central Library Event Room 301/302 - Phase 2 final  
Project:  
Project Number:

Prepared By: Alec Nathan  
Phone:  
Email: alec.nathan@avisystems.com

AVI Systems Inc.  
5201 Femrite Drive, Madison, WI 53718  
Phone: (608)221-8888  
Fax: (608)221-9252

## INVOICE TO

Attn: Patrick Garvey  
Madison Public Library  
201 W Mifflin St  
Madison, WI 53703  
Phone: (608)266-6300  
Email: pgarvey@madisonpubliclibrary.org  
Customer Number: 15180

## SITE

Attn: Patrick Garvey  
Madison Public Library  
201 W Mifflin St  
Madison, WI 53703  
Phone: (608)213-5407  
Email: pgarvey@madisonpubliclibrary.org

## COMMENTS

Pricing and Terms per DOA Contract # 505ENT-M23-AUDIOVIDEO-00. Discount off MSRP: (Da-Lite 30%, Sony 16%, Crestron 40%, Biamp 40%, Aver 2%, Shure 30%, Panasonic Cameras 10%, Evertz 12%, Middle Atlantic 43%)

No Charge for Shipping

1 year AVI SSA Support following final installation.

## PRODUCTS AND SERVICES SUMMARY

Equipment	PL 13826-50-150	\$103,427.80
Integration	GL 140070-53410 \$103,427.80	\$59,016.67
PRO Support	GL 140070-54330 \$71,5500.67 cc 72559	\$12,484.00
Shipping & Handling	TELEMEETING AV EQUIPMENT	\$0.00
Tax		\$0.00
<b>Grand Total</b>		<b>\$174,928.47</b>

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

## INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ACH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems  
PO Box 842607  
Kansas City, MO 64184-2607

Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

## TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

## AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

## AGREED AND ACCEPTED BY

<hr/> <p>Company</p> <hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Date</p>	<p><b>AVI Systems, Inc.</b></p> <hr/> <p>Company</p> <hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Date</p>
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## CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

**PRODUCTS AND SERVICES DETAIL**

**PRODUCTS:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>MSRP</u>	<u>Price</u>	<u>Extended</u>
<b>Event Room 301/302</b>						
FWD85X80K	SONY	85" Diagonal Class (84.6" viewable) - X80K Series LED-backlit LCD display - with TV tuner - digital	2	\$3,857.35	\$3,240.17	\$6,480.34
DMC-4KZ-HDO	CRESTRON	2-Channel HDMI® 4K60 4:4:4 HDR Scaling Output Card for DM® Switchers	1	\$1,980.00	\$1,188.00	\$1,188.00
DMC-4KZ-HD-DSP	CRESTRON	HDMI® 4K60 4:4:4 HDR Input Card w/Downmixing for DM® Switchers	1	\$1,100.00	\$660.00	\$660.00
UC-CX100-Z	CRESTRON	Crestron Flex Advanced Video Conference System Integrator Kit for Zoom Rooms? Software	1	\$7,334.00	\$4,400.40	\$4,400.40
UCA-RMK-1U	CRESTRON	Rack Mount Kit for UC Engine Bracket Assembly	1	\$66.00	\$39.60	\$39.60
COMCAM550	AVER	CAM550 4K Dual lens PTZ Conferencing Camera	1	\$1,499.00	\$1,469.02	\$1,469.02
USB-EXT-2-LOCAL-1G-W	CRESTRON	USB over Category Cable Extender Wall Plate, Local, White	1	\$660.00	\$396.00	\$396.00
USB-EXT-2-REMOTE	CRESTRON	USB over Category Cable Extender, Remote	1	\$550.00	\$330.00	\$330.00
3104 PRO - NA	ICRON	Icron USB 3-2-1 Raven 3104 Pro	1	\$1,802.00	\$1,802.00	\$1,802.00
10-00620	ICRON	Raven Mounting Kit (Silver) - Set of 2 Mounting Brackets, Bolts included	2	\$13.00	\$13.00	\$26.00
TSW-1070-W-S	CRESTRON	10.1 in. Wall Mount Touch Screen, White Smooth	1	\$3,388.00	\$2,032.80	\$2,032.80
TESIRA SERVER-IO AVB	BIAMP	Configurable I/O DSP with up to 48 channels of I/O, 1 DSP-2 card	1	\$8,910.00	\$5,346.00	\$5,346.00
TESIRA DAN-1	BIAMP	Tesira 64x64 Dante? module for use in SERVER or SERVER-IO chassis	1	\$1,816.00	\$1,089.60	\$1,089.60
TESIRA SEC-4	BIAMP	Tesira 4 channel mic/line input card with acoustic echo cancellation per channel	4	\$904.00	\$542.40	\$2,169.60
TESIRA SOC-4	BIAMP	Tesira 4 channel mic/line output card	4	\$398.00	\$238.80	\$955.20
TESIRA SIC-4	BIAMP	Tesira 4 channel mic/line input card	2	\$452.00	\$271.20	\$542.40
TESIRA EX-UBT	BIAMP	PoE AVB/USB expander with Bluetooth® wireless technology	1	\$848.00	\$508.80	\$508.80
MX415/C	SHURE	15 Shock-Mounted Gooseneck, Cardioid, includes surface mount Preamplifier	8	\$478.00	\$296.36	\$2,370.88
MXW8=-Z10	SHURE	DESKTOP BASE TRANSCEIVER	8	\$910.00	\$564.20	\$4,513.60
MXWNCS8	SHURE	8-CH NETWORKED CHARGING STATION	5	\$2,780.00	\$1,723.60	\$8,618.00
MXWAPT8=-Z10	SHURE	8-CH ACCESS POINT TRANSCEIVER	2	\$5,334.00	\$3,307.08	\$6,614.16
MXW2/SM58=-Z10	SHURE	HH TRANSMITTER WITH SM58	8	\$854.00	\$597.80	\$4,782.40
AW-UE80KPJ	PANASONIC	4K/60P W/ SDI & HDMI; FULL NDI; BLACK	4	\$5,850.00	\$5,265.00	\$21,060.00
FEC-40WMK	PANASONIC	WALL MOUNT FOR HE40 & UE70 PTZS - BLACK	4	\$180.00	\$162.00	\$648.00
FEC-PA1	PANASONIC	CEILING POLE ADAPTER FOR PTZ CAMERA MOUNTING BRACKETS	2	\$173.00	\$173.00	\$346.00
CMA345	CHIEF	FLEX JOINT, 1-1/2" NPT	2	\$227.00	\$227.00	\$454.00
7800FR+78P	EVERTZ	3RU Multiframe which holds up to 15 single slot modules with AC power supply. Redundant power supply	1	\$2,250.00	\$1,980.00	\$1,980.00
7800FC+3RU	EVERTZ	7700FR and 7800FR VistaLINK Frame Controller (Includes VLPRO-C VistaLINK PRO S/W Configuration Tool)	1	\$1,075.00	\$946.00	\$946.00
7708SFP-4-DIN-A+3RU	EVERTZ	Quad SFP carrier card for 3405 series SFP's, mini-DIN connectors for coax I/O, with VistaLINK (SFPs)	1	\$1,265.00	\$1,113.20	\$1,113.20

3405T47/49-2	EVERTZ	3G DUAL Channel 1470 and 1490 CWDM SFP	1	\$1,320.00	\$1,161.60	\$1,161.60
3405T51/53-2	EVERTZ	3G DUAL Channel 1510 and 1530 CWDM SFP	1	\$1,320.00	\$1,161.60	\$1,161.60
3405R-2R	EVERTZ	Dual Reclocked Version of 3405R-2	1	\$935.00	\$822.80	\$822.80
SCORPION-2	EVERTZ	Silent miniature SCORPION chassis. Supports up to 2 single, or one dual slot module and up to 4 SFP	1	\$825.00	\$726.00	\$726.00
SCORPION-2-PS	EVERTZ	Spare power supply for SCORPION-2 frame	1	\$110.00	\$96.80	\$96.80
MIO-HDMI-IN-3G-SA	EVERTZ	Single slot module for converting 3G/HD HDMI to SDI. Does not support HDR signaling or HDCP. For use	1	\$770.00	\$677.60	\$677.60
SFPTR-C61	EVERTZ	SFP Transceiver, CWDM wavelength (xx = 27 to 61, must be specified), standard sensitivity receiver,	1	\$1,200.00	\$1,056.00	\$1,056.00
MIO-GE-RJ45-IP-SA	EVERTZ	Single slot module for GbE. Supports passthrough, VLAN tagging, or tunneling. For use in fanless SCO	1	\$880.00	\$774.40	\$774.40
SFP1G-TRC57H	EVERTZ	SFP Optical Transceiver, 1.25Gbs, CWDM (1470-1610nm), SMF, 120km max	1	\$1,210.00	\$1,064.80	\$1,064.80
3400FR	EVERTZ	1RU Passive Optical Frame	1	\$495.00	\$435.60	\$435.60
3400CWDM-M8	EVERTZ	8 Channel CWDM 1470nm to 1610nm (standalone size)	1	\$1,650.00	\$1,452.00	\$1,452.00
SX-1120-RT	SURGEX	SURGE ELIMINATOR 1RU 20A 9PORT	1	\$1,163.80	\$1,163.80	\$1,163.80

**Sub-Total: Event Room 301/302**

**\$93,475.00**

**CCB Production Suite**

7708SFP-4-DIN-A+3RU	EVERTZ	Quad SFP carrier card for 3405 series SFP's, mini-DIN connectors for coax I/O, with VistaLINK (SFPs	1	\$1,265.00	\$1,113.20	\$1,113.20
3405R-2R	EVERTZ	Dual Reclocked Version of 3405R-2	2	\$935.00	\$822.80	\$1,645.60
3405T55-R	EVERTZ	3G/HD/SD SFP CWDM Transmitter, 3 Reclocked DIN Loop Output + Single Reclocked Optical Output	1	\$1,485.00	\$1,306.80	\$1,306.80
SCORPION-2	EVERTZ	Silent miniature SCORPION chassis. Supports up to 2 single, or one dual slot module and up to 4 SFP	1	\$825.00	\$726.00	\$726.00
SCORPION-2-PS	EVERTZ	Spare power supply for SCORPION-2 frame	1	\$110.00	\$96.80	\$96.80
MIO-HDMI-IN-3G-SA	EVERTZ	Single slot module for converting 3G/HD HDMI to SDI. Does not support HDR signaling or HDCP. For use	1	\$770.00	\$677.60	\$677.60
SFP3R-2	EVERT	Dual Optical SFP Receiver Module (FOR ROUTER & 7700 SERIES PRODUCTS)	1	\$660.00	\$660.00	\$660.00
MIO-GE-RJ45-IP-SA	EVERTZ	Single slot module for GbE. Supports passthrough, VLAN tagging, or tunneling. For use in fanless SCO	1	\$880.00	\$774.40	\$774.40
SFP1G-TRC59H	EVERTZ	SFP Optical Transceiver, 1.25Gbs, CWDM 1590nm, SMF, 120km max	1	\$1,210.00	\$1,064.80	\$1,064.80
3400FR	EVERTZ	1RU Passive Optical Frame	1	\$495.00	\$435.60	\$435.60
3400CWDM-M8	EVERTZ	8 Channel CWDM 1470nm to 1610nm (standalone size)	1	\$1,650.00	\$1,452.00	\$1,452.00

**Sub-Total: CCB Production Suite**

**\$9,952.80**

**Integration**

Engineering & Drawings  
Project Management  
Programming  
In Shop Fabrication  
On Site Integration  
Testing & Acceptance  
Training  
Integration Cables & Connectors

**Sub-Total: Integration** **\$59,016.67**

**Sub-Total:** **\$0.00**

**Total:** **\$162,444.47**

**PRO SUPPORT:**

<b><u>Model #</u></b>	<b><u>Mfg</u></b>	<b><u>Description</u></b>	<b><u>Qty</u></b>	<b><u>Price</u></b>	<b><u>Extended</u></b>
F1S1FC22	AVI UC SUPPORT	Crestron Flex C - One Year AVI UC Support Standard (8-5 M-F)	2	\$556.00	\$1,112.00
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1	\$11,372.00	\$11,372.00

*Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.*

### INTEGRATION SERVICES

#### INTEGRATION SCOPE OF WORK

- A. SUMMARY:** Madison Public Library has assessed their AV system needs by engaging with AVI in a Pro Development in July of 2022. Since then, their needs have changed, and this scope of work reflects those changes while addressing all of their needs expressed during review calls between AVI, the Library and The Madison Media Team. The 3rd-floor event space is made up of two rooms 301 and 302. 302 is the larger of the two rooms. 301 and 302 can be combined to make one large space. These updates will include a conferencing system that has become a standard throughout the City of Madison projects. The system is expected to be based on Zoom Room conferencing, with the understanding that there may be a transition to MS Teams in the future. The systems will allow for small/medium group use on either side or be used with a production camera system run by the City Production Media team. Production style cameras, as specified/directed by the City Production Media Team, with means to send signals to the Production Media Suite at the City and County Building (CCB) will be provided and installed by AVI. A wireless microphone system will be installed with tabletop gooseneck microphones for high-profile meetings. There will be 8 wireless desktop microphones for this use case. The system will be programmed for as simple a user interface as possible. This project also includes updating the wireless microphone system for the Madison Room as requested by the customer. An existing equipment rack will be reused to accommodate the new gear. This new equipment rack will be installed next to the existing one in the storage room adjacent to room 302.

The ceiling tiles will need to be removed for cable pathways, the customer will provide staff to remove and reinstall ceiling tiles as needed to accommodate the installation of this system. Due to the fragile nature of the ceiling tiles, it is expected staff will make and adjustments or modifications to the ceiling tiles as needed and as directed by AVI. It is understood that the customer has a lift on site and will provide that lift to AVI during the duration of the project. The lift must be delivered to the space by the customer prior to AVI's arrival for installation.

The customer will be providing and setting up their own network switch for this system. The customer is responsible for the IP scheme, verifying switch compatibility with AV equipment, and collaborating with AVI for network topology. The customer will also provide all fiber and fiber-related hardware required from Evertz transceiver to Evertz transceiver and all required SDI patching at the CCB Production Suite. The owner takes all responsibility for the network and understands that the AV system may not function due to any incompatibility or misconfiguration. Any project delays will require a change order for any and all time lost/added. The owner accepts all responsibility for any network changes and that changes on their network may render the AV system inoperable. AVI will provide guidance on how to setup the network switch to accommodate Dante and AVB. It is important to note that the customer must notify AVI in advance what network switch they plan to use so that it can be checked for compatibility with the system outlined in this scope of work.

The spaces in question necessitate a sophisticated network switch setup, typically managed by the customer under AVI's guidance. Should the customer desire extra assistance in ensuring seamless system functionality, they have the option to procure AVI's Central Resources networking expertise for expertly configuring and setting up the OFE network switches.

It is expected that the AV systems will remain non-functional for during the deployment of this system update. An AVI project manager will convey the dates and expected down time prior to the project start date.

#### B. SYSTEM DESCRIPTION:

##### Event Room 301

- **Functionality Description:** Room 301 is a meeting room that is on the 3<sup>rd</sup> floor of the central library. It can be used as a standalone room (Not Equipped with Video Conferencing) or combined with 302 to create one large space. The customer would like for this room to offer local presentation from a user's device via HDMI or VGA from the wall plate located below the LCD display that can be shared on the local LCD in this room or on the projection screen within this room. This project includes updating the Interactive LCD display with a non-touch/interactive display. A new touch panel will be installed in the same location as the existing touch panel. The projector and projection screen will remain as they are.
- **Displays:**
  - This room recently received a new Sony VPL-FHZ85W projector that is mounted on the ceiling with a Chief RPAUW.
  - The existing sidewall projection screen will remain the same.
  - The existing 80" TouchIT display will be removed and replaced with a new 85" Sony display. It is expected that the existing display mount can be reused for the new display. The new Sony display is not an interactive display. It is understood that this functionality is no longer desired in this space.
    - The existing display that will be removed by AVI will be turned over to the customer to recycle or reuse elsewhere. If the existing mount needs to be moved/remounted to the wall to accommodate the new display, there may be a need for the customers facilities team to modify the acoustic material that is on the wall the display will be installed on.



- It is expected that there is power located behind the display that will be reused.
  - It is also understood that there is a custom covering that is currently used for the displays to cover them up during an event as needed. It is unknown if these existing coverings will accommodate the new displays and therefore may need to be modified or replaced by the customer.
- Source Devices:
  - An existing HDMI and VGA wall plate that is currently located below the 80" display will remain in place and will be used for source that can be shared to the new 85" display and/or the projection screen in this room.
  - An OFE Blu-Ray player is in the equipment rack and will be an available source for this room.
- Audio:
  - The existing ceiling speakers in this room provide audio coverage from program material as well as any of the microphones used in this system. Audio is zoned to be used as a standalone room or combined with 302.
  - The existing Biamp system will be replaced with a TesiraServer-IO AVB frame that houses (4) new input cards with AEC. The updated I/O server will offer additional AEC channels to accommodate all the new microphones.
  - A new DAN-1 Dante card will also be supplied and installed.
  - The speakers are powered by OFE amplifiers located in the equipment rack. The system is zoned to provide a mix minus system for optimal performance.
  - An OFE Contacta ET300 hearing loop system provides the space with an ADA-compliant assisted listening system.
    - It is expected that the hearing loop system is in good working condition.
  - There are currently (4) Shure SLX wireless microphones in the equipment rack used for this space. These will be removed and returned to the customer for relocation.
  - This room will have three Shure wireless handheld microphones dedicated for this space. The wireless access point for these microphones will be located on the wall of 302 adjacent to the equipment rack room.
    - A new 8-bay charging station will be installed in the equipment rack room on an owner-furnished shelf. This shelf location needs to include a 120V outlet for the charging station and a 1 network connection to the customer's existing network. These microphones will share the same charging station used for 302's handhelds and The Madison Room's wireless handhelds.
- Conferencing:
  - Room 301 will not offer web-conferencing. This room can be combined with 302 when hosting a BYOD web-conference or Zoom Room conference call to expand the room's capacity for local participants.
- Controls:
  - The existing Crestron CP3 control processor will remain in use. It is assumed that most of the existing programming will remain the same but will be expanded on to accommodate the new equipment as needed. It is expected that the existing code will be provided by the customer to AVI prior to installation. The control processor will require a network connection, if one does not already exist, to the owner's network. This has become a standard at City locations.
  - The existing in-wall control touchscreen will be removed and replaced with a new 10" control panel. This new tabletop control panel will sit on top of an owner-furnished media table or portable lectern. This touch panel will require a network connection with PoE+ to the owner-provided network. The customer will be required to configure this touch panel on their network.
    - After the existing control panel is removed, the wall will either need to be patched and painted by the customer or a custom wall plate will be needed to cover the area that panel was installed. Either option is the customer's responsibility.
  - Existing control code, provided by owner, will remain and existing functionality will remain.
- Equipment Location:
  - All head-end processing and distribution equipment is in an existing AV equipment rack in a storage room within the event space which is immediately adjacent to Room 302.
  - A new equipment rack will be supplied and installed next to the existing one. This is required to support the new and additional equipment that will be supplied to support these additions.
    - The new equipment rack will require at a minimum (1) 20-amp outlet and (4) OFE LAN connections.
    - It is expected that the charging bays for the Shure MXW wireless microphones will be installed in the storage room. Each one will need a 120V general-purpose outlet and a network connection to the customer's network.
  - Note – this is also where camera SDI video feeds from this room are routed, patched, and converted to fiber to transmit video to the Production Room across the street at CCB.
- Customer Responsibilities:
  - Provide the removal and/or modification of ceiling tiles and wall-mounted acoustic material necessary to accommodate the install.

- Functionality Description: Room 302 is a meeting room that is on the 3<sup>rd</sup> floor of the central library. It can be used as a standalone room or combined with 301 to create one large space. This room is larger than 301 but will provide the same functionality as 301 when used as a divided room. The customer would like for this room to offer users a Zoom Room experience and Bring Your Own Device (BYOD) functionality for web conferencing. Additional detail regarding the room combine feature is outlined below in the Combined section of this scope. This project also includes updating the Interactive LCD displays with non-touch/interactive displays. It is expected that the new 85" Sony display within the room will be used for everyday standard Zoom and BYOD meetings. The smaller projection screen and larger projection screen are expected to be used for larger production style meetings and/or content sharing.

The system also allows for more advanced camera usage with (4) new PTZ broadcast cameras mounted in the space; these cameras will be provided and installed by AVI. In this scenario, the City Media Production team would control camera views via the existing broadcast production system located in the City County Building (CCB). Camera signals are sent between the spaces via new fiber transceivers in each building. It is understood that there is 2 strands of single mode fiber at this location to support this functionality. This Evertz system has been modified to accommodate this. The MUX and DEMUXING takes place at the card in the Evertz card frame located at Central Library and CCB. The customer is responsible for providing, installing, terminating, testing, patching all fiber.

A new Evertz 3RU frame with fiber to SDI converter card will be provided and installed in a new equipment rack. An SDI to USB converter is provided to route the production camera feed to the new UC-CX100-Z system. The Evertz frame includes the Evertz VistaLink frame controller card, as requested by Owner, for remote monitoring and control. This will be connected to the Owner's network and configured for use by Owner.

- Displays:
  - This room recently received a new Sony VPL-FHZ85W projector that is mounted on the ceiling with a Chief RPAUW.
  - The existing sidewall projection screen will remain the same.
  - The existing 80" TouchIT display will be removed and replaced with a new 85" Sony display. It is assumed that the existing mount can be reused for the new display. The new Sony display is not an interactive display. It is understood that this functionality is no longer desired in this space.
    - The existing display that will be removed by AVI will be turned over to the customer to recycle or reuse elsewhere.
    - It is expected that there is power located behind the display that will be reused.
    - It is also understood that there is a custom covering that is currently used for the displays to cover them up during an event as needed. It is unknown if these existing coverings will accommodate the new displays and therefore may need to be modified or replaced by the customer.
  - In addition to the two displays explained above, the room has a large 208" 16:10 projection screen paired with a Sony VPL-FHZ131L installed from the ceiling. Both devices were recently installed by AVI as part of Phase 1 of this overall project. This display is used for larger meetings/events that will be explained below in the combined section of this scope.
- Source Devices:
  - An existing HDMI and VGA wall plate that is currently located below the 80" display will remain in place and will be used as a source that can be shared to the new 85" display and/or the projection screen in this room.
  - The system will utilize a new UC-PR that is part of the UC-CX100-Z for HDMI ingest. It will receive a video signal from the OFE video switcher to allow the HDMI/VGA wall plate in the room to be shared into a BYOD or Zoom Room.
  - Wireless screen sharing is also available through Zoom.us/share. Users can navigate to this address from their device, follow the prompts and share their content into the Zoom Room meeting and use it to share their content to the display in this room.
  - An OFE Blu-Ray player is in the equipment rack and will be an available source for this room.
    - The Blu-Ray player cannot be shared into a conferencing application.
- Audio:
  - Ceiling speakers are installed in this room to provide audio coverage from program material as well as any of the microphones used in this system. Audio is zoned to be used as a standalone room or combined with 301.
  - The existing Biamp system will remain and will be expanded on with a TesiraServer-IO AVB frame that houses (4) new 4-channel input cards with AEC. The updated I/O server will offer additional AEC channels to accommodate all the new microphones while in a Zoom Room, and BYOD web conference while offering voice reinforcement within the room. A new Biamp EX-UBT will be installed to provide USB connectivity to the UC-Engine. The EX-UBT will be directly connected to the AVB card.
  - A new DAN-1 Dante card will also be supplied and installed to allow for the routing of the AVB signals to Dante to provide a signal back to CCB for the production team.
    - Dante audio needs to be configured so that the Madison Media Team can receive individual channels or a mixed signal from the DSP.
  - The speakers are powered by OFE amplifiers located in the equipment rack. The system is zoned to provide a mix minus system for optimal performance.
  - An OFE Contacta ET300 hearing loop system provides the space with an ADA-compliant assisted listening system.
    - It is expected that the hearing loop system is in good working condition.



- All existing Shure SLX microphones and their antenna distribution amplifiers will be removed and returned to the customer for use elsewhere.
- 3 new Shure MXW handheld microphones will be provided for the common use case of this system. These handheld microphones will typically be used for in-person meetings/events/presentations. Additional AEC cards will be installed so that these can be used for Zoom Room calls and/or BYOD video calls.
- A total of 8 new wireless gooseneck microphones will be supplied and installed for this room. A new wireless access point will be provided and installed in the room to receive the signal from these 8 new microphones. This quote is based on the wireless access points being wall mounted in room 302 on the wall adjacent to the equipment rack closet.
- Two new 8-port charging stations will be installed to allow all 8 wireless base stations. The 3 handheld microphones for this room will share an 8-port charging station with room 301 and the Madison Room.
  - It is expected that these charging stations will be installed in the equipment rack closet on shelving provided and installed by the customer. The customer must provide (1) data connection at each station and configure it on their network.
- Conferencing:
  - Conferencing is supported with a new Crestron UC-CX100-Z kit. This kit contains a 10.1" Touch Panel and a UC Engine assembly that supports a standard Zoom Room with added BYOD functionality.
    - BYOD connectivity will be accomplished by providing a USB connection inside the room for users to connect to with their laptops. This USB connection will be extended over Cat6a shielded cabling with a transmitter and receiver that support USB 2.0, and USB 1.1. The receiver end will be installed in the equipment rack. The transmitter side will be installed in the wall near the new 85" display at standard outlet height.
  - To support the camera requirement of the Zoom Room, a new Aver Cam550 will be installed at the new 85" display location. The camera will be mounted directly to the wall, above the display. Its USB connection will be extended over Cat6a shielded cabling with a transmitter and receiver that support USB 3.2 Gen1, USB 2.0, and USB 1.1. The transmitter at the camera will be installed behind the 85" display.
    - The acoustic material surrounding the display may need to be modified to accommodate the camera's wall mount. If needed, the owner will be responsible to make the alternations/modifications with direction from AVI.
      - It is assumed and expected that there is a cable pathway from behind the 85" display to the equipment rack that AVI can use to install a new Cat6a shielded cable to support this device.
  - Zoom Room License is provided by the owner. The Crestron UC Engine will require (1) network connection from the owner-furnished LAN. It is expected that the UC Engine and touch panel will be configured for the customers network by the customer.
- Switching:
  - The existing Crestron DM MD16x16 matrix switch has 11 inputs and 8 outputs occupied, each using DM/HDBaseT. There are 5 input slots and 8 output slots available for expansion.
  - An additional input card will be installed to support the UC Engine for this room.
  - An additional output card will be installed to provide a signal to the UC-PR.
- Controls:
  - The existing Crestron CP3 control processor will remain in use. It is assumed that most of the existing programming will remain the same but will be expanded on to accommodate the new equipment as needed. It is expected that the existing code is provided by the customer to AVI prior to installation. The control processor will require a network connection, if one does not already exist, to the owners' network. This has become a standard at City locations.
  - The existing in-wall control touchscreen will be removed and replaced with a new 10" Tabletop control panel that is included as part of the Crestron UC-CX100-Z system. This new tabletop control panel will sit on top of an owner-furnished media table or portable lectern. This touch panel will require a network connection with PoE+ to the owner provided network. The customer will be required to configure this touch panel on their network.
    - After the existing control panel is removed, the wall will either need to be patched and painted by the customer or a custom wall plate will be needed to cover the area that panel was installed. Either option is the customer's responsibility.
    - If this touch panel is disconnected for any reason, the system may
  - The 10" touch panel for this room will be connected to a wall jack via Ethercon with a 15' Cat6 cable. It is expected that this touch panel will be connected to the system at all times but will need the flexibility to be relocated depending on the configuration of the room for that event or meeting.
    - The Ethercon wall plate will be located next to the USB wall plate near the new 85" display at standard outlet height.
  - Existing control code, provided by the owner, will remain and existing functionality will remain with the following additions to the touch screen:
    - The ability to select Zoom as a source will be added to the touch screen.
    - When Zoom is selected, a prompt will direct the user on how to switch to the Zoom Room interface.
    - Additional microphone control for the 8 new microphones.
      - It is expected that the microphones will be set up for Push-and-hold-to-talk.
  - The control touch screen will display the standard Zoom Room interface which includes standard Zoom controls, including:

- Join Meeting
  - Mute local microphones
  - Adjust conference audio volume
  - Share content
  - Camera selection
- Camera control
  - Camera controls, including pan/tilt/zoom and camera switching will be handled remotely via the City Media Production team.
- The system will be programmed such that the control touch panel will switch back to the standard/default room control mode after a period without any use.
  - This is necessary to ensure that the system does not only remain in Zoom Room mode, which may be confusing to some users.
  - The system can also be manually switched back to standard/default room control mode.
- Equipment Location:
  - All head-end processing and distribution equipment is in an existing AV equipment rack in a storage room within the event space which is immediately adjacent to Room 302.
  - A new equipment rack will be supplied and installed next to the existing one. This is required to support the new and additional equipment that will be supplied to support these additions.
    - The new equipment rack will require at a minimum (1) 20-amp outlet and (4) OFE LAN connections.
    - It is expected that the charging bays for the Shure MXW wireless microphones will be installed in the storage room. Each one will need a 120V general purpose outlet and a network connection to the customer's network if they wish to monitor the status of each microphone's charge.
  - The new Crestron UC-CX100-Z UC engine system will be mounted on a proprietary shelf in the new equipment rack.
  - Note – this is also where camera SDI video feeds from this room are routed, patched, and converted to fiber to transmit video to the Production Room across the street at CCB.
- Customer Responsibilities:
  - The customer will be providing and setting up their own network switch for this system. The customer is responsible for the IP scheme, verifying switch compatibility with AV equipment, and collaborating with AVI for network topology. The customer will also provide all fiber and fiber-related hardware required from Evertz transceiver to Evertz transceiver and all required SDI patching at the CCB Production Suite. The owner takes all responsibility for the network and understands that the AV system may not function due to any incompatibility or misconfiguration. Any project delays will require a change order for any and all time lost/added. The owner accepts all responsibility for any network changes and that changes on their network may render the AV system inoperable. AVI will provide guidance on how to setup the network switch to accommodate Dante and AVB. It is important to note that the customer must notify AVI in advance what network switch they plan to use so that it can be checked for compatibility with the system outlined in this scope of work.

### **301 and 302 as a combined space**

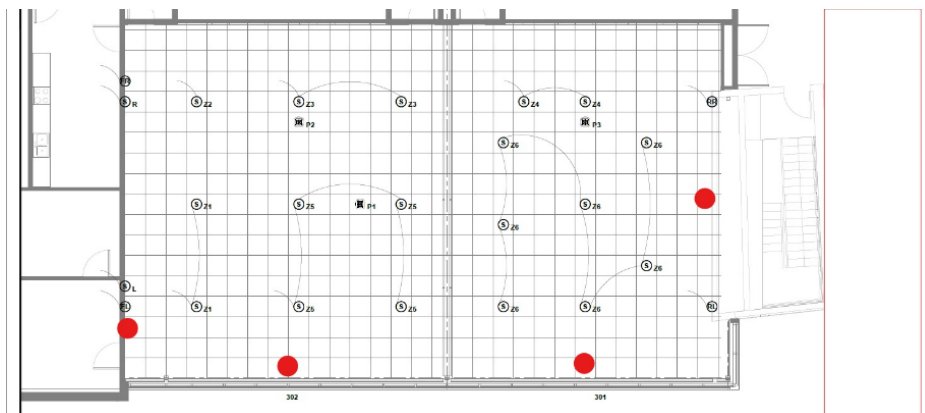
- Functionality Description: This configuration is expected when the space is used for special group events (in-room/remote guest speakers with a mixed audience consisting of in-person, and remote participants, requiring video conferencing), Circuit Court, and Common Council Meetings that require Broadcast or Production feeds from the Madison Media Team. Additionally, this configuration is always used for large group movie nights that will only accommodate in-person attendees.

The room is configured one of two ways when combined. Configuration 1 includes the use of only the large projection screen on the southeast wall that also utilizes the in-wall speakers and in-wall subwoofers for program material and in-ceiling speakers for voice reinforcement within the room. The second way the room is configured involves the use of the two smaller projection screens on the southwest wall while utilizing just the in-ceiling speakers for voice reinforcement in the room and program material.

It is expected that for higher-level events/meetings, the broadcast cameras and the new Shure MXW gooseneck microphones will be used. The Madison Media Team will route and control the cameras from CCB.

- Displays:
  - It is expected that either the large projection screen on the southeast wall or the two smaller projection screens on the southwest wall will be used.
- Source Devices:
  - Each one of the rooms has an HDMI/VGA wall plate for users to connect their laptop to, to ingest the content into the Zoom Room. The user can also share content wirelessly by opening a browser on their laptop and typing in share.zoom.us and following the prompts.
  - An HDMI to Fiber media processor will be installed to transmit and output of the customers' existing Crestron DM16x16 switcher to CCB over a pair of single mode fiber cables. These are the same pair used to carry the production camera signals as well. This device will sit on a shelf and be connected to the Evertz Frame and will require an owner furnished network connection at Central Library.

- CCB will receive an HDMI to Fiber media processor that is equipped with an HDMI output to capture bring in content connected at Central Library to the Production switcher. This end will also need a network connection to the owners LAN.
  - It is important to note that the Scorpion HDMI to Fiber media procesors will need to be configured on the customers network by the customer. AVI will install these devices on 1RU shelving within an owner-furnished rack.
- Audio:
  - Ceiling speakers are installed in rooms 301 and 302 to provide audio coverage from program material as well as any of the microphones used in this system.
  - This combined space also offers a front left and right in-wall full-range speaker, and two in-wall subwoofers next to them in room 302 flanking the large projection screen. Two rear left and right full-range speakers are in room 301. These are used for program audio with movie screenings in full combined room use and will not be used for the Zoom Room nor web-conferencing.
  - The speakers are powered by OFE amplifiers located in the equipment rack. The system is zoned to provide a mix minus system for optimal performance.
  - An OFE Contacta ET300 hearing loop system provides the space with an ADA-compliant assisted listening system.
    - It is expected that the hearing loop system is in good working condition.
  - It is expected that all 6 of the wireless handheld microphones and all 8 of the desktop microphones can be used in a Zoom Room or BYOD call. The typical use case is that the desktop microphones get used for video calls and the handhelds will be used for in-person events.
  - Dante audio needs to be configured so that the Madison Media Team can receive individual channels or a mixed signal from the DSP.
- Conferencing:
  - When the rooms area combined, the UC-CX100-Z for room 302 will be used for Zoom Room calls or BYOD web-conferencing.
  - When the rooms are combined, all 8 of the Shure MWX gooseneck microphones will be routed to this compute device. While a single microphone per participant will give the best results, we have found that it's acceptable to have a single microphone to cover two participants. Based on this, a single meeting could potentially have as many as 16 participants.
    - It is expected that the Shure MWX gooseneck microphones will be set up for push-and-hold-to-talk.
  - Users will have the option to connect to either one of the HDMI/VGA wall plates located in 301 and 302 or share their content in the meeting by utilizing Zoom.us/share. Users can navigate to this address from their device, follow the prompts and share their content.
  - The Madison Media Team will use XPanel from CCB to switch the camera feed over in a Zoom Room call to be the production cameras. End users within the room do no need to do this.
- Production Cameras:
  - (4) Production-style cameras (Panasonic AW-UE80KPJ) will be supplied and installed by AVI throughout rooms 301 and 302. The Madison Media Team has submitted a floorplan with approximate locations that they desire the cameras to be installed at. Two of them will be installed along the window wall, from the ceiling. It is expected that these two cameras will be installed approximately 24" down from the ceiling on white pole mounts. It is expected that the customers facility team will remove ceiling tiles as needed and make the appropriate cuts in the ceiling tile to accommodate the pole. The customer's facilities team will need to reinstall the ceiling tiles after the drop-down pole is fully installed by AVI. This will be coordinated between AVI's project manager and the customer.
    - AVI will provide and install the SDI cabling and network cabling to each camera from the equipment rack. The customer will be responsible for supplying and installing a LAN connection at each camera from their network. The camera will be powered via PoE+ from an OFE network switch.
    - The customer will be responsible for connecting and configuring and provisioning each camera on their network.
  - The photo below is a reflected ceiling plan that was marked up by the Madison Media Team to direct us on where they need the cameras installed. The two on the south end are the ceiling mounted cameras. The other two located on the East and West walls are wall mounted.



- Switching:
  - All switching is done through the OFE 16x16 DM matrix switcher.
- Controls:
  - It is expected that the existing control panel located in the equipment rack will be used strictly for the Crestron control user interface. This is where the user will combine and divide the rooms. The UC-CX100-Z system for room 302 is assumed to be the primary control device for Zoom Room calls when in combined mode. All standard Zoom Room controls will be located on Room 302's touch panel.
  - It is understood that when the Madison Media Team needs to use the production cameras, they will access XPanel to switch the camera input on the Zoom Room.
- Equipment Location:
  - Head-end equipment will be in the equipment rack in a storage room adjacent to room 302.
  - The customer must provide a minimum (2) 20-amp circuits at this location to accommodate the new and existing gear if these circuits do not currently exist.

### **The Madison Room**

- Functionality Description: The Madison room is currently equipped with one Shure SLX wireless handheld microphone, accompanied by a receiver situated in the equipment rack adjacent to room 302. Both the Madison Room and the Art Gallery feature an RDL D-J3 wall plate, offering an XLR connection for hardwired microphones and an RCA connection for line-level devices.

Originally, the request was to add just one additional Shure SLX microphone to the Madison Room. However, after extensive discussions and adjustments to the overall design of rooms 301 and 302, a review call with the user group revealed that, for the sake of simplifying deployment and support and ensuring consistency across the spaces, it was deemed necessary to replace all wireless microphones in these areas.

- Displays:
  - Remain unchanged.
- Source Devices:
  - All source devices remain unchanged.
- Audio:
  - The existing audio inputs for this room and the Art Gallery are connected to an existing TesiraForte AVB VT. The existing Biamp TesiraForte AVB VT will be removed and returned to the customer to recycle or use elsewhere. A new TesiraServer-IO W/AVB with the appropriate input and output cards will be installed to accommodate these existing connections.
  - The existing Shure SLX microphone will be removed and returned to the customer to be used elsewhere.
  - (2) new wireless microphone handheld transmitters will be added to the system for this room. These microphones will be assigned to just this room.
    - These two microphones will be charged via the 8-port charging station located near the equipment rack and shared with 301/302's wireless handhelds.
- Switching:
  - Switching will remain unchanged.
- Controls:
  - All controls will remain the same with the addition of this second wireless microphone.
- Equipment Location:
  - The microphones for this room will be in a charging base station in the equipment rack room adjacent to room 302.
  - The wireless AP for these two microphones will be located on the wall of room 302.

### **Technical Site Visit:**

Prior to installation, a technician will visit the space to ensure the above-mentioned conditions are in place. This may include but is not limited to, floor box conduit paths, space in existing conduit for pull cabling, mounting locations, and site readiness. If any conditions are not as expected or may impact the project, a change order for additional labor and/or equipment may be necessary.

### **C. EXCLUSIONS:** The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment \*AVI Systems is not responsible for building-related vibrations
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor

- Unless specifically noted, lifts and scaffolding are not included

#### **D. CONSTRUCTION CONSIDERATIONS:**

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

#### **E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:**

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors include electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to the site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

#### **F. INTEGRATION PROJECT MANAGEMENT PROCESSES**

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

#### **G. KNOWLEDGE TRANSFER (TRAINING)**

##### **User Orientation Scope**

**Included** in every Project is our standard User Orientation. Specifically geared to the end-user, its purpose is to provide the necessary knowledge to confidently and comfortably operate the integrated system.

At AVI Systems, this is a critical element to the overall success of any project.

##### **Our Orientation includes:**

- **System Overview**
- **Basic User Operation**
  - Includes a one-page laminated Quick Start guide
  - Paper copies for all attendees
- **Review of Selected Pro Support Plan**
  - How to contact AVI Support
- **Electronic versions of:**
  - Final User Orientation Guide



- All equipment manuals
- As-builts CAD drawings
- Manufacturer training documents or videos
- Delivered after training with any revisions noted

Our User Orientation will be scheduled approximately one week after final commissioning. Our **Client Advocate** will contact you to set a time and review the details. Training will be approximately one hour at your location. The Client Advocate will also contact you 30 – 45 days after Orientation to check progress and develop an action plan if needed.

#### **H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES**

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

#### **I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES**

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of AVI Systems personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

## CUSTOMER CARE

### CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in the Definitions, for covered Systems.

**Customer Care Entitlement Matrix**

Entitlement	Definition	System Support	Unified Communications	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Included	Remote initiation within two (2) business hours, Monday through Friday, during standard hours (8 am-5 pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8 am-5 pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Included	Onsite response within eight (8) business hours, Monday through Friday, during standard hours (8 am-5 pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include consumables or obsolete equipment.	Included	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	Included	
System Training	AVI Systems conducts user training to cover the operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separately from this agreement.	Included	Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	Included	Two (2) System Health Checks per year, each scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included	Included	

### CUSTOMER CARE DEFINITIONS

**System** – the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

**Priority Support** – all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

**Remote Support** – a service whereby remote calls are made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

**Onsite Support** - Service level response assumes the client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client's location is beyond 60 miles of an AVI Systems Service Center.

**Consumables** – parts such as recording media, batteries, projection lamps, bulbs, etc. Consumables are parts that are not included in this Agreement.

**Obsolete Equipment** – items (though possibly still in use) that are outdated with no manufacturer support or parts availability or products with the formal end of life as defined by their manufacturer. Obsolete Equipment is parts that are not included under this Agreement.

**Loaner Equipment** – tabletop LCD projectors and flat-screen monitors under 50". Tabletop projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

**Best Effort** – AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

**Advanced Parts Replacement** - Provides for recycling of equipment covered in a system or consumables with no additional fees.

Includes coverage for shipping to/from the manufacturer for equipment sent for warranty diagnosis, repair, or exchange.

Software Update Assistance – revisions of existing software, which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact the ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separately from this agreement.

#### **CUSTOMER CARE - UNIFIED COMMUNICATIONS**

Remote Technical Support

- Help Desk phone number: 866-836-8277
- Help Desk email: [prosupport@avisystems.com](mailto:prosupport@avisystems.com)

#### **SYSTEM SUPPORT TERMS**

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or the System Support Agreement invoice date, whichever is applicable. Coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance, or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems, prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance, or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) the Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning, and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

#### **UNIFIED COMMUNICATIONS TERMS**

Coverage Dates – Unless otherwise stated, the service coverage start date for Unified Communications Support Services for new unified communications infrastructure equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. The start date for Unified Communications Support Services purchased to cover existing equipment is established by the manufacturer, and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement.

Unified Communications Terms are in addition to AVI Systems' General Terms and Conditions of Sale.