

# Collin County

## Collin County JP 1 Security Cameras

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### AUDIOVISUAL SOLUTION PROPOSAL

**600230044**

Version 1.4



Submitted by  
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Design Engineer: Robert O'Hair

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# Table of Contents

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- INTRODUCTION .....3**
- SCOPE OF WORK.....3**
- EQUIPMENT LIST .....4**
- SCHEDULE .....5**
- PRICING – OMNIA Contract # R200803 .....6**
- PRICING - OPTIONAL 360° SERVICE SUPPORT PLANS.....7**
- TECHNICAL SERVICES .....8**
  - PROJECT MANAGEMENT ..... 8
  - ENGINEERING ..... 8
  - CONTROL SYSTEM PROGRAMMING..... 9
  - INTEGRATION LABOR..... 9
  - TRAINING & DOCUMENTATION..... 9
- PROVISIONS .....10**
  - WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS) .....12
- NEW SYSTEM WARRANTY .....13**
- 360° SERVICE™ MANAGED SERVICES & SUPPORT .....14**
- PAYMENT TERMS.....15**
  - AUTHORIZATION TO PROCEED – INTEGRATION SERVICES.....15
  - INTEGRATED SYSTEMS TERMS & CONDITIONS.....17
- APPENDIX A: 360° SERVICE™ PLAN (Essential) .....20**
- APPENDIX B: 360° SERVICE™ PLAN (Advanced).....22**
- APPENDIX C: 360° SERVICE™ PLAN (Elite) .....25**

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For the purposes of this proposal, Avidex Industries, LLC will be referred to as “Avidex” and Collin County shall be referred to as “Client”.

## INTRODUCTION

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Avidex is an award-winning team of AV industry veterans specializing in the design and integration of innovative, custom, AV, and IT solutions. Our systems incorporate a broad range of cutting-edge technologies that empower our clients to effectively communicate their message. From digital signage to video conferencing, distance learning rooms, and presentation systems, we bring the most user-friendly and effective solutions to our clients. Avidex is a PSNI Global Alliance affiliate and the 8<sup>th</sup> largest AV integrator in the U.S. Avidex is a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation.

Avidex delivers innovative AV solutions that enable organizations and enterprises to collaborate, create, and share ideas through state-of-the-art audio visual and unified communication technologies. Avidex specializes in creating an unparalleled client experience in the use of collaborative audiovisual solutions as a national AV and UC integrator providing design, build, and service excellence.

Our work will be completed at 2300 Bloomdale Rd First Floor, McKinney, TX 75071 in the following rooms/spaces:

- Collin County Court Room JP 1

## SCOPE OF WORK

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Collin County has requested a turnkey solution to outfit the JP 1 Court Room, staff work area and public counter with security cameras and displays/monitors.

One (1) display/monitor be mounted in the public counter wall.

Two (2) displays in the hallway waiting area outside the Court Chamber room.

Four (4) Panasonic PTZ cameras in the Courtroom attached to ceiling.

Three (3) AXIS M4218-V dome cameras for front office/pubic counter.

One (1) SAMSUNG 32-Inch LS03C Frame TV for in-fax monitor.

Two (2) SAMSUNG 55-Inch LS03B Frame TV (*includes low profile wall mount*)

One (1) Samsung 24" IPS Flat Monitor LS24A400VENXZA (*attaches to Judges PC*)

AC power outlets installed for all 3 displays/monitors.

Seven (7) Green Cat6e cables ran and terminated from each camera to the switch located in a closet approximately 150 feet away, drop ceiling all the way.

Seven (7) Milestone camera licenses.

Fiber Optic HDMI cables run from office computer to 2 TVs in the hall, about 50 feet to each.

Install/configure all cameras inside Milestone.

## EQUIPMENT LIST

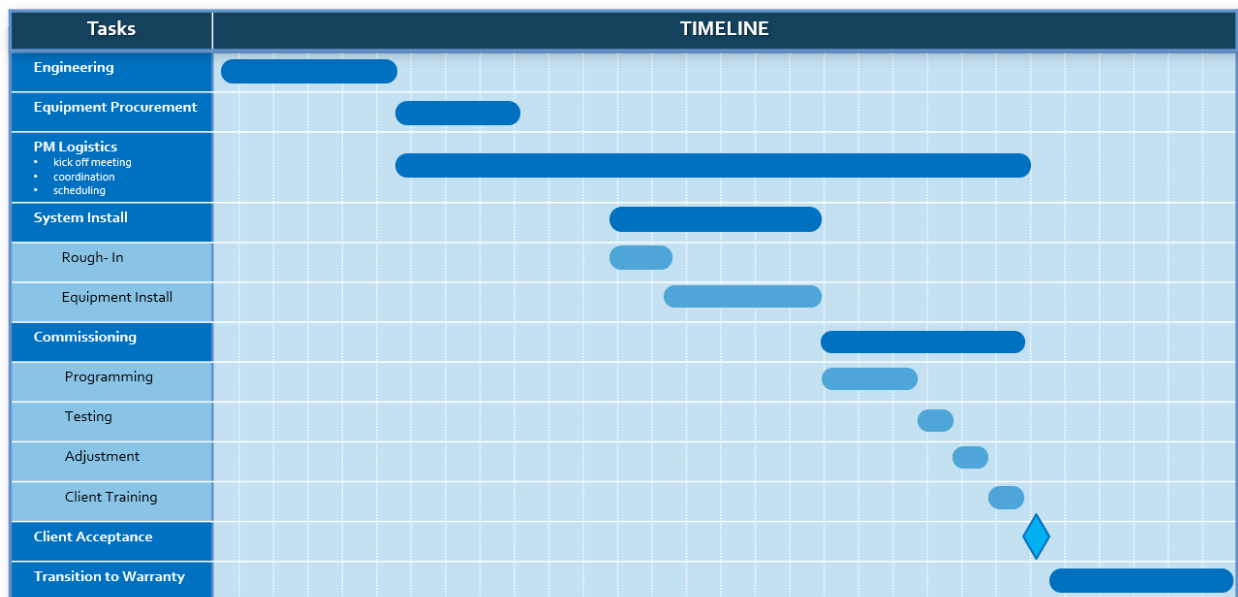
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Samsung	QN32LS03CBF	32" Class The Frame QLED HDR LS03C	1
Samsung	QN55LS03BAF	55" Class The Frame QLED 4K LS03B	2
Samsung	LS24A400VENXZA	24" Built-in Webcam IPS Panel Flat Monitor	1
Panasonic	AW-UE40WPJ	4K/30P w/ HDMI; White	4
Axis	M4218-V	COMPACT, VARIFOCAL, D/N MINI DOME WITH DUST- AND VANDAL-RESISTANT CASING FOR EASY INDOOR MOUNTING. 3.6-6.6 MM WITH REMOTE ZOOM AND FOCUS SIMPLIFYING THE INSTALLATION. MULTIPLE, INDIVIDUALLY CONFIGURABLE H.264, H.265 AND MOTION JPEG STREAMS; 8MP	3
Legrand/Chief	535-2000-206	Suspended Ceiling Mount for Vaddio Cameras	4
6748179	C2G	50ft (15.2m) C2G Performance Series High Speed HDMI® Active Optical Cable (AOC) - 4K 60Hz Plenum Rated	2
		4K USB to HDMI adapter for the Computer to TV adapter	1
T2404L6SH-GN	Weltron	Weltron Cat6 Solid Shielded 550Mhz FTP Cable - Bulk	2
Milestone	XPCODL	XProtect Corporate Device License (DL)	7
Milestone	YXPCODL	1 Year Care Plus for XProtect Corporate DL	7

**NOTE: Turn-key, all cables, connectors and miscellaneous materials needed to complete the project are included in this bid.**

## SCHEDULE

We will work with you to finalize a schedule that meets the implementation requirements of the project. The chart below identifies various phases in the overall process. Please note that each job is unique and will have its own installation schedule that will be agreed upon between Avidex and the client.



This project is anticipated to take approximately 4 - 8 week(s) from receipt of a valid Purchase Order or an executed contract referring to this proposal document. This is not a guarantee of delivery or installation time. Actual delivery and installation schedules will be finalized after receipt of the purchase order and mobilization payment.

## PRICING – OMNIA Contract # R200803

Mfg. P/N	Vendor Name	Description	M.S.R.P.	OMNIA	Qty	Ext. Price
QN32LS03CBFXZA	SAMSUNG	LS Series Smart TV - Flat QLED 31.5 Inch 1920 x 1080 - 1 Billion Colors - 60 Hz Anti-Reflection - Mega Contrast Xcelerator Motion - HDR10+ - 20W Speakers - Eco Sensors - Film Mode, Art Mode - Frame Design SIMPLE Stand Black	\$599.99	\$575.99	1	\$575.99
QN55LS03BAFXZA	SAMSUNG	Samsung The Frame QN55LS03BAF 54.6 inch Smart LED-LCD TV - 4K UHD TV - Charcoal Black, Black - Q HDR, HLG, HDR10+ - Quantum Dot LED Backlight - Bixby, Alexa, Google Assistant Supported - YouTube, Amazon Prime, Netflix, NOW TV, Disney+, Apple TV, DAZN, CNN	\$1,499.99	\$1,398.99	2	\$2,797.98
S24A400VEN	SAMSUNG	Samsung Professional S24A400VEN 24 Inch Webcam Full HD LCD Monitor - 16:9 - Black - 24 Inch Class - In-plane Switching (IPS) Technology - 1920 x 1080 - 16.7 Million Colors - FreeSync - 250 Nit, Minimum - 5 ms - 75 Hz Refresh Rate - HDMI - VGA - DisplayPort	\$455.69	\$437.46	1	\$437.46
AW-UE40WPJ	PANASONIC	4K/30P w/ HDMI; White	\$3,305.00	\$3,172.80	4	\$12,691.20
02678-001	AXIS	COMPACT, VARIFOCAL, D/N MINI DOME WITH DUST- AND VANDAL-RESISTANT CASING FOR EASY INDOOR MOUNTING. 3.6-6.6 MM WITH REMOTE ZOOM AND FOCUS SIMPLIFYING THE INSTALLATION. MULTIPLE, INDIVIDUALLY CONFIGURABLE H.264, H.265 AND MOTION JPEG STREAMS; 8MP	\$519.00	\$498.24	3	\$1,494.72
535-2000-206	VADDIO	Suspended Ceiling Mount for Vaddio Cameras	\$137.00	\$131.52	4	\$526.08
6748179	C2G	50ft (15.2m) C2G Performance Series High Speed HDMI® Active Optical Cable (AOC) - 4K 60Hz Plenum Rated	\$326.99	\$295.81	2	\$591.62
		4K USB to HDMI adapter for the Computer to TV adapter	\$0.00	\$0.00	1	\$0.00
XPCODL	Milestone	XProtect Corporate Device License (DL)	\$466.90	\$406.00	7	\$2,842.00
YXPCODL	Milestone	1 Year Care Plus for XProtect Corporate DL	\$86.25	\$75.00	7	\$525.00
T2404L6SH-GN	Weltron	Weltron Cat6 Solid Shielded 550Mhz FTP Cable - Bulk	\$378.40	\$328.55	2	\$657.10
		<b>Equipment / License Total</b>				\$23,139.15
Technical Services		Labor/installation of all project video components, electrical work, network cabling, 1-year onsite warranty, commissioning/tests and general & administrative costs & freight.	\$13,629.85	\$12,701.56	1	\$12,701.56
		<b>Grand Total</b>				<b>\$35,840.71</b>

## PRICING - OPTIONAL 360° SERVICE SUPPORT PLANS

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### Optional Essential 360° Service Support Plan

Length of Service Plan	Essential Service Plan 1-Year	Essential Service Plan 2-Year	Essential Service Plan 3-Year
Project Total Cost with SRV Plan - Including Added Discount	<b>INCLUDED</b>	<b>\$39,499.08</b>	<b>\$41,617.08</b>

### Optional Advanced 360° Service Support Plan

Length of Service Plan	Advanced Service Plan 1-Year	Advanced Service Plan 2-Year	Advanced Service Plan 3-Year
Project Total Cost with SRV Plan - Including Added Discount	<b>\$38,229.08</b>	<b>\$41,195.08</b>	<b>\$44,158.08</b>

### Optional Elite 360° Service Support Plan

Length of Service Plan	Elite Service Plan 1-Year	Elite Service Plan 2-Year	Elite Service Plan 3-Year
Project Total Cost with SRV Plan - Including Added Discount	<b>\$39,499.08</b>	<b>\$43,735.08</b>	<b>\$47,971.08</b>

Details on optional service plans available on page 14 and in Appendix A, B & C

## TECHNICAL SERVICES

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The integration process incorporates everything needed to provide a complete, “turn-key” audiovisual solution and includes equipment, materials, labor, and the services required to complete the system integration as outlined within this document.

Avidex follows industry-certified and documented processes which have been proven successful in assuring that each system is installed as intended.

The following describes our scope of work and project deliverables for Integration Services.

## PROJECT MANAGEMENT

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- Responsible for client communication throughout the project duration
- Coordinate all activities with designated client representative
- Avidex will participate in meetings as required to complete the project and coordinate with other trades. Attendance at weekly coordination meetings are not included in this agreement
- Monitor project implementation
- Provide scheduling for and oversight of the Avidex team
- Coordinate project equipment ordering, staging and pre-installation fabrication of equipment for the project
- Coordinate any site conditions that may necessitate audiovisual system changes
- Coordinate with any general contractor and/or any specialty contractors related to the audiovisual system integration
- Coordinate audiovisual system connections and interfaces as they relate to any lighting, electrical, or mechanical systems
- Verify project completion
  - Confirm completion of system testing
  - Assure completion of any punch list items

## ENGINEERING

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- Prepare all system documentation necessary for the installation of the project.
- Provide and implement control systems programming
- Test and debug system
- Oversee final systems testing and commissioning
- Adjust and balance system settings
- Mark and record final system settings
- Assure the finished system meets the design criteria and functions per the developed content



## **CONTROL SYSTEM PROGRAMMING**

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- Create AV control system code
- Design and create user interface (UI)
- Test and debug control system

## **INTEGRATION LABOR**

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- Pull, terminate, and label all low voltage cables
- Install structural mounting systems for all audio-visual equipment
- Mount and terminate all AV connection plates
- Install all AV equipment
- Site clean-up and trash disposal, etc.
- Assure that all installed systems are operating as proposed
- Assist engineering with systems testing and debugging
- Provide or assist in providing end-user training

## **TRAINING & DOCUMENTATION**

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Training will be provided to operational and maintenance personnel at the end of the project. This training will provide the users with an understanding of daily system use. The provided training will consist of instruction and hands-on experience with the system.

Maintenance manuals for most electronic components are only available to factory certified and trained personnel. Maintenance manuals are not included in final documentation.

## PROVISIONS

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- Rooms are to be made available for exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, the room(s) will be available during Normal Business Hours in eight (8) contiguous hour segments. “Normal Business Hours” are defined as Monday through Friday, 8:00am to 5:00pm.
- Client will provide all electrical outlets floor boxes, conduits, and core drills in the area(s) where audiovisual equipment is to be installed as specified by Avidex prior to Avidex beginning on-site work.
- Jobsite building structures including ceilings, walls, and floors used to support audiovisual equipment are assumed to be vibration free.
- Client will provide adequate parking for vehicle(s) in a location conducive to access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Client will validate the parking tickets for the vehicle(s). Parking fees will be added to invoices.
- If installation occurs in any room in which suspended ceiling tiles are installed, Client will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.
- Client accepts responsibility for all merchandise sold and provided for this installation, delivered to the job site. Client will provide secure storage for such merchandise. Avidex will not be responsible for any loss or damage, except loss or damage caused by an Avidex employee during the act of installation, which occurs after delivery and acceptance by the client.
- Existing hardware, wiring, programming, or configuration files are anticipated to be in good working order. Client shall provide programming and configuration files in editable formats. If, during the installation process, existing hardware, wiring, programming or configuration are found to be defective, the completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.
- Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Avidex is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, they shall obtain, at Client’s expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to the structure of the building. Any expense incurred for x-rays shall be passed on to the Client, in the form of a change order or a line item on the purchase contract.
- Any standard merchandise that has been ordered for the job, and is not used as a result of any customer changes to the design, or refused by the client at the time of delivery will be subject to a minimum of 30% of the sales price restocking fees, plus any incurred freight charges. Any custom merchandise will be subject to a 100% of the sales price restocking fee, plus any incurred freight.
- The agreed upon completion date may be moved, and a change order with incurred costs may be provided if Avidex is delayed for any of the following reasons, including but not limited to, equipment/material changes initiated by the Client beyond the original approved design, labor disputes, delivery or construction delays, unavoidable casualties, or causes beyond Avidex’s control.

- Avidex's proposals for installation costs are based upon 8-hour days and 40-hour workweeks, Monday through Friday, between the hours of 8:00AM and 5:00PM. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing.
- Avidex shall make all reasonable efforts to inspect and review the existing project site physical and audiovisual infrastructure conditions. Existing site conditions needing to remain intact, along with the Client or End-User direction for the audiovisual design may result in other required audiovisual infrastructure requirements (raceways, conduit, AC power, structural backing-blocking, structural engineer stamped drawings, etc.) and/or changes to the audiovisual equipment and integration labor, leading to pricing adjustments.
- Freight fees are estimated for ground freight service. Expedited freight, as required by the client, will be prepaid and added to invoices.
- The pricing information provided in this proposal is solely for the benefit of the Client listed on the title page. Award of work to Avidex by a 3rd party will require a credit and contract term review, an approval and pricing confirmation for the new contract terms by Avidex.
- The Client will furnish Avidex such financial information as Avidex may reasonably request to establish credit terms for the project. Such financial information shall be proprietary and confidential to the Client. Avidex agrees not to disclose this information to any other party or use the information other than for the internal credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the Client fails to meet credit requirements established by Avidex.
- The Americans with Disabilities Act (ADA) and California Building Code require the provision of Assistive Listening Systems in assembly areas, conference rooms, and meeting rooms. Hardware and services may be required for ADA-compliance. Client or its contractor should review project requirements for ALS with Avidex for each project to determine if portable or fixed systems are required. ALS hardware, if provided, will be identified in the Equipment List appendix.
- Where applicable, Avidex Industries LLC provides the Client non-exclusive, royalty-free, non-transferable use of the 'software' included within the systems provided (if an integral component of the audiovisual system). Some software provided is Proprietary and deemed Confidential information of Avidex Industries LLC and may not be altered, reused, reverse-engineered or disseminated under any conditions. Tampering or misuse of any software resulting in audiovisual systems malfunction shall be the responsibility of the Client or End-User to remedy.
- Changes in project scope and timeline may require additional hardware, equipment and labor that is necessary to complete the project. These additions will be considered change orders. Avidex will notify the Client in writing if Avidex determines that an increase or decrease in the project fees or change in timeline will be required. Change orders will include a change request number, reason for the change request, narrative description of the modified scope of work, schedule, and cost impact. The Client will provide written approval to proceed with the change and any needed updated purchase order or signed agreement as a record for both organizations. Should the Client cancel the project in whole or in part prior to completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close.

## **WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS)**

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- All required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon AutoCAD format at no charge to Avidex.
- Any and all related electrical work, including but not limited to 110VAC, conduit, raceway, and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- All network connectivity, routing, switching and port configuration necessary to support audiovisual equipment, unless specifically addressed elsewhere in this document.
- Voice and data infrastructure and systems.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement, and/or repair.
- All millwork, moldings, trim, etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall mounted equipment including display, loudspeakers, camera, et cetera.
- Painting, patching, or finishing of architectural surfaces.
- Core drilling and/or concrete saw cutting.
- HVAC, plumbing, sprinkler head, and lighting fixture relocation.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- Work in asbestos treated areas and asbestos abatement. If asbestos is discovered during our work, Avidex will notify Client and will stop work until asbestos abatement work is completed by Client or its contractor.
- Any subscription services, cabling, and equipment.
- Provision and configuration of client furnished computers and software.
- Acquisition of permits.
- All Union Labor unless specifically addressed separately in proposal pricing

## NEW SYSTEM WARRANTY

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Avidex warrants the integrated system(s) furnished are free of defects in workmanship and materials for a period of one year from the date of acceptance or date of first beneficial use whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled as expeditiously as is feasible during normal business hours and days of operation.

Under this warranty, Avidex will troubleshoot, uninstall, and reinstall any equipment that is part of the Avidex audiovisual system. The cost to service and/or repair Client Furnished Equipment or equipment out of the manufacturer's warranty is not included. Avidex will broker and process the repair of that equipment at the standard Avidex rate.

Avidex reserves the right to charge for a service visit at standard Avidex service time and material rates (minimum of 2 hours onsite plus travel) if a service call results in a No Fault Found (NFF) or No Trouble Found (NTF) during a dispatched site visit.

### Avidex Services Provided Under the New System Warranty

- Avidex will respond to requests for assistance due to client-reported issues and, if warranted, dispatch a technician during normal business hours (8:00AM to 5:00PM Pacific Time, Monday – Friday, excluding Avidex holidays) to troubleshoot the AV system problem based on our available resources
- Avidex will use cloud-based monitoring to assist with and facilitate incident resolution, where applicable.
- Avidex will identify and uninstall the defective equipment and return such equipment to the manufacturer or authorized repair center for warranty processing.
- Avidex will reinstall the repaired or replaced equipment and test the system.
- Avidex will pay the shipping costs associated with the repair of the equipment, except for Client Furnished Equipment and/or equipment out of manufacturer warranty.

### Avidex Services Not Provided Under the New System Warranty

- Extend or provide additional repair services for manufacturer warranty coverage.
- Repair of Client Furnished Equipment.
- After hours 24x7 Helpdesk support.
- Guaranteed on-site response time.
- Remote system reporting, or the sharing of system performance data.
- Before- or after-hours on-site response.
- Proactive support or preventive maintenance.
- Training.
- Spare or loaner equipment during equipment repair period.
- Warranty coverage for client acts of negligence or misuse.

## 360° SERVICE™ MANAGED SERVICES & SUPPORT



Avidex recommends our 3-year Essential 360° Service Support Plan for this project. Avidex 360° Service enhances the new systems warranty coverage with proactive support services for worry-free operation. See Appendix A, B and C for further details on the proposed 360° Service Plan.

360° Coverage	Essential	Advanced	Elite
Call Center Availability	8x5*	24x7	24x7
Technical Support Availability	8x5*	8x5*	24x7
Call Response Time SLA	4 hours*	2 hours*	1 hour*
On-Site Response Time SLA	2 business days	1 business day	4 business hours*
RMA Management of Hardware	•	•	•
Annual Preventive Maintenance & Reporting (to be scheduled by client)		One	One
		•	•
On-Site Service Assurance Technician	Optional	Optional	Optional
Expedited advance replacement of critical devices (subject to product availability and additional fees).			•
The below items: Remote Monitoring, Fault Detection, Analytics & Reporting of Devices requires internet access for the AV systems reporting agent software. This requires the implementation of hardware and software applications. <b>Refer to the proposed scope of work to confirm if these features have been included.</b>			
Remote Monitoring with Fault Detection	•	•	•
Remote Monitoring with Fault Detection, Reporting, & Troubleshooting		•	•
AV Solution Analytics & Reporting		•	•
Management of Device Configurations & Changes			•

\* Standard Business Hours Local Time

### Initial Term, Multiyear Pricing, and Automatic Renewal

The initial term of the specified 360° Service Plan Agreement is identified in the pricing section. For multiyear service agreements, Avidex reserves the right to increase the service price annually, not to exceed 4%.

Unless written termination is requested by either party thirty (30) days in advance of the anniversary expiration date of the current 360° Service Plan term, the Agreement between the parties shall automatically renew for successive one (1) year periods. Written termination requests by the client should be sent to: Attn. Contract Admin 8509 154th Ave NE, Ste 100 Redmond, WA 98052

At any time within the current term or renewal period should adjustments in work responsibilities and/or price be deemed necessary, proposal and agreement revisions shall be exchanged



Internal Avidex Approval:

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Name	Signature	Date
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Each party agrees that any electronic signatures above, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of an executed signature page to this Agreement by e-mail attachment, other means of electronic transmission with authorization to attach it to this Agreement, or any other means of electronic transmission used to obtain an electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy.

**Attachments:**

Integrated Systems Terms & Conditions  
Appendix A, B & C – 360° Service Support Agreements



# INTEGRATED SYSTEMS TERMS & CONDITIONS

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## 1. AGREEMENT SUM AND TAXES AND CREDIT APPROVAL

The client shall pay Avidex in current US dollars for performance of the work within this agreement, and for any additions or deductions that are mutually agreed upon by written change of order. Avidex will invoice the Client for all imposed and applicable sales, excise and/or use taxes associated with the sale of goods and/or services. All proposals and quotations are subject to final credit approval and documentation acceptable to Avidex.

## 2. PAYMENT TERMS

Avidex will submit invoices for work performed based upon the payment terms mutually agree upon presented on the signature page. Unless otherwise provided, Avidex will invoice for materials and equipment not yet incorporated into the project work but delivered and suitably stored on or off the project worksite, upon which Avidex assigns, transfers title to, and conveys said materials and equipment to the Client. Stored material invoices shall include applicable insurance fees, storage fees, and costs incurred transporting the materials to an off-site storage facility.

## 3. TITLE AND RISK OF LOSS

Title and risk of loss or damage to any products will pass to the client upon Avidex's delivery of the products to the client. Client must make all claims for damage to or loss of products directly with their insurer or with the equipment carrier, if applicable. Client should be aware of carrier policies and file all claims in a timely manner.

## 4. CLIENT

Except for permits and fees that are the responsibility of Avidex, under the Request for Proposal, the client shall secure and pay for necessary approvals, assessments, and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

## 5. RESPONSIBILITY AND INDEMNIFICATION

Avidex shall be responsible to the client for the acts and omissions of Avidex's employees and subcontractors, if any, performing portions of the work under this agreement. Avidex employees understand that they have no right to enter into agreements with or make representation on behalf of the client. Avidex shall review, approve, and submit to the project manager shop drawings, product data, samples, and similar submittals as required, for written approval prior to the commencement of the work. The work shall be in accordance with approved submittals. To the fullest extent permitted by law, Avidex shall indemnify and hold harmless the client, its project manager, its employees, officers, agents and directors from and against claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to failure to deliver clear title to the client, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including loss of use resulting there from, but only to the extent caused in whole or in part by negligent or intentional acts or omissions of Avidex or anyone directly or indirectly employed by Avidex or anyone for whose acts Avidex may be liable, regardless of whether or not such claims, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person. In claims against any person or entity indemnified under this paragraph by an employee of Avidex, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Avidex or under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## 6. INSURANCE

Avidex shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from Avidex operations under the agreement. Certificates of such insurance shall be filed with the client prior to the commencement of the work. Client shall be responsible for purchasing and maintaining its usual property and liability insurance.

## **7. TIME**

Should Avidex be delayed at any time in the progress of the work, by material changes ordered in the work, by labor disputes, fire, unusual delay in deliveries, construction delays, unavoidable casualties or causes beyond Avidex's control, the agreed upon time for completion shall be extended by Change Order for such reasonable time as the Client's project manager may determine. Such Changes Orders may include charges to cover additional costs incurred by Avidex due to the delay. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing. Project timeline and completion schedules will not begin until deposit or initial payment is received by Avidex.

## **8. AFTER HOURS INSTALLATION / EARLY USE**

With prior Client approval and security clearance, installation activity and access to the project site may take place outside of normal business hours and days. There should be no use of the system by the client for its intended purpose until such time as formal approval and acceptance has taken place. Avidex may waive this requirement only with a written authorization. Any operations or changes by the client or contractors other than Avidex, which result in damage or impairment of the system and may require a change order and additional charges to the client. The attached proposal and/or quote was based upon site surveys and verbal information from the client. While every effort has been made to determine installation conditions, on occasion unforeseen problems may arise that will require a change order to cover additional costs by Avidex.

## **9. INTERNET ACCESS**

Avidex requires secure internet access to installed AV systems for the express purpose of remote monitoring and management of the AV hardware. This enables sending of system health alerts in support of keeping systems in an operational state. Further, access will provide the capability of restorative actions to remedy disruptive incidents.

## **10. PRODUCT SUBSTITUTION**

Avidex may, at its sole discretion, substitute products included in the system design with those providing similar product form, fit and function as the original products. Product substitutions may occur due to changes to product availability, extensions or delays to estimated or committed delivery, product price increases, regulatory restrictions, or any other factors as determined by Avidex. Any substituted product designs will achieve the functional and end user experience requirements of the system design.

## **11. CHANGES/CANCELLATION**

Any changes or modifications to the agreed upon scope of work defined in this proposal must be mutually agreed upon in writing. All changes shall be submitted and approved in writing and documented in a change order. Should the Client in whole cancel a project or in part, prior to final completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close. These costs include but are not limited to: the design and engineering services; project management; the installation and programming technical labor; the subcontracting costs; the materials and equipment costs incurred to date; and other miscellaneous documented costs. Materials and equipment are also subject to restocking charge policy.

## **12. WAIVER**

Either party's waiver of the other's default in its obligations under any terms or conditions of this agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.

## **13. ENTIRE AGREEMENT**

This agreement and appendices to this agreement, including the RFP as reference herein, supersede, terminate and otherwise void any and all prior written and/or oral agreement between the parties with respect to products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on schedules, proposal summaries and/or Change Order are by this reference incorporated in this agreement.

## **14. LIMITATION OF LIABILITY**

Without limitation of any other provision in this agreement limiting or excluding liability of Avidex the exclusive damages recoverable by the purchaser for any claim of any kind whatsoever arising from or in any way connected to any breach of this agreement, or the purchaser's purchase shall not be greater than the actual purchase price paid by the purchaser with respect to which such claim is made, and in no event shall Avidex be liable for any special, indirect, incidental or consequential damages of any kind, including without limitation any damages with respect to loss of income, compensation or prospective profits, any expenditures, investments or commitments of the purchaser, any loss with respect to the establishment, development or maintenance of business reputation or goodwill, or any loss incurred in obtaining substitute products, or arising from the claims of third parties.

## 15. GENERAL

During the performance of this Agreement, the contractor/vendor shall comply with all applicable federal, state and local laws of any nature whatsoever in connection with the goods and services provided including, but not limited, to, applicable provisions of E.O. 11246, Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act of 1974, E.O. 13496 and respective regulations including 29 C.F.R. 471 Appendix A to Subpart A, and the EEO Clauses set forth in 41 C.F.R. 60-1.4, 41 C.F.R. 60-300.5 and 41 n. cont. C.F.R. 60-741.5 **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

## APPENDIX A: 360° SERVICE™ PLAN (Essential)

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### ESSENTIAL (PRICED OPTIONALLY)

Under Essential coverage, Avidex warrants the furnished integrated system(s) are free of defects for the priced term period from the date of acceptance or date of first beneficial use, whichever occurs first. This coverage includes the remote monitoring, troubleshooting, uninstallation, and reinstallation of the equipment integrated by Avidex. Remedy for such defects during the coverage period shall be provided at no additional expense to the client. The following services are included under this coverage:

### REACTIVE SUPPORT

#### Avidex 360° Service Helpdesk will:

- Provide a dedicated toll-free number 1 800 497 7104 to report and request technical support for the integrated equipment.
- Operate during standard Avidex business hours of Monday – Friday 8:00AM to 5:00PM Local Time except for Avidex holidays.
- Respond to the initial support request within four (4) business hours.
- Contact the client to resolve the issue remotely to ensure the quickest possible resolution
- Use the integrated remote monitoring equipment to assist with fault detection and sending alerts, dependent upon the specific scope of the proposed project.
- Use of the integrated remote management system to facilitate diagnostic and/or restorative actions to resolve the reported problem, where applicable.
- Administer the repair process for defective or broken equipment including processing of any manufacturer RMA.

#### On-Site Support will:

- Provide a qualified Field Support Technician during standard Avidex working hours within two business days of the support request.
- Troubleshoot the system and make the best effort to resolve the issue(s) while at the client site.
- Return defective equipment to an authorized repair center or directly to the manufacturer for warranty repair or exchange. All fees related to shipping are included.
- 
- Install the repaired or replacement equipment and test to ensure the system is operable per the original system intent. Re-installation will be quoted if out of manufacturer's warranty, or end of life.

### PROACTIVE SUPPORT (Avidex Assure)

Beyond typical reactive support, Avidex offers remote management of AV systems as an integral part of our support agreements. Remote monitoring and management are features designed into AV solutions allowing the systems to report issues at any time. The systems provide real-time information about equipment status and health.

The goal of utilizing remote monitoring and management is to reduce the time to resolution for every reported AV system problem.

- **Remote Monitoring**

Alerts are generated in real time. The system(s) provide regular updates for health and operational status, and notification alerts are directed to the cloud as they occur. These alerts are conveyed to Avidex remote technical support staff. Based on the level of support agreement, Avidex will assess the alert and log into the system for added information about the reported issue. From that early assessment, the Avidex service team will then log and act on the issue according to our service process.

- **Remote Management**

In those cases where systems design allows, Avidex remote technical support staff will work with the system to affect a solution to the reported problem. If the issue can be resolved by any of the available remote tools, the technician will do so, log the issue and the resolution. The incident is included in Avidex reporting to our client. Should the reported problem not be resolved using remote tools, the problem is logged, and a technician is scheduled and dispatched to resolve the issue on-site. The dispatched technician is pre-armed with the knowledge from the on-line support exchange with the system. This means that the dispatched technician is prepared to resolve the reported issue as quickly as possible.

- **Preventive Maintenance**

- Avidex will perform periodic maintenance for your integrated audiovisual system including system check, cleaning, and optimizing all appropriate equipment. Avidex will also provide a summary report detailing the status of the audiovisual system and troubleshoot and repair any discovered audiovisual problems
- This proposal includes one (1) preventive maintenance visit per year of the agreement (to be scheduled by the client).
- Upon completion of each preventive maintenance visit, an Avidex Field Support Engineer will conduct a system operations training session if requested.

## **SERVICES NOT PROVIDED UNDER THIS COVERAGE**

- Repair to Client Furnished Equipment and/or components unless included in Appendix B.
- Before or after-hours on-site support.
- Repairs due to customer acts of negligence or misuse.
- Coverage for projection screen material, plasma glass assembly, lamps, bulbs, furniture, display panels, optical engines, batteries, and accessories. Such parts will be provided at a 10% discount off our list price.
- Image burn-in caused by static images displayed over an extended period of time on any display device.

## APPENDIX B: 360° SERVICE™ PLAN (Advanced)

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### ADVANCED (PRICED OPTIONALLY)

Under Advanced coverage, Avidex warrants the furnished integrated system(s) are free of defects for the priced term period from the date of acceptance or date of first beneficial use, whichever occurs first. This coverage includes the remote monitoring, troubleshooting, uninstallation, and reinstallation of the equipment integrated by Avidex. Remedy for such defects during the coverage period shall be provided at no additional expense to the client. The following services are included under this coverage:

### REACTIVE SUPPORT

#### Avidex 360° Service Helpdesk will:

- Provide a dedicated toll-free number 1 800 497 7104 to report and request technical support for the integrated equipment.
- Operate the Avidex 360° Service Helpdesk twenty-four hours per day, seven days per week (24x7) to log service requests.
- Respond to the initial support request within two (2) hours.
- Contact the client during the standard business hours of Monday – Friday 8:00AM to 5:00PM Pacific Time except for Avidex holidays to resolve the issue remotely to ensure the quickest possible resolution.
- Use the integrated remote monitoring equipment to assist with fault detection and sending alerts, dependent upon the specific scope of the proposed project.
- Use of the integrated remote management system to facilitate diagnostic and/or restorative actions to resolve the reported problem, where applicable.
- Administer the repair process for defective or broken equipment including processing of any manufacturer RMA.

#### On-Site Support will:

- Provide a qualified Field Support Technician during standard Avidex hours within one business day of the support request.
- Troubleshoot the system and make the best effort to resolve the issue(s) while at the client site
- Return defective equipment to an authorized repair center or directly to the manufacturer for warranty repair or exchange. (All fees related to shipping are included.)
- Provide a suitable replacement for defective equipment to ensure full system operability if an item is no longer repairable.
- Install the repaired or replacement equipment and test to ensure the system is operable per the original system intent.

## **PROACTIVE SUPPORT (Avidex Assure)**

Beyond typical reactive support, Avidex offers remote management of AV systems as an integral part of our support agreements. Remote monitoring and management are features designed into AV solutions allowing the systems to report issues at any time. The systems provide real-time information about equipment status and health.

The goal of utilizing remote monitoring and management is to reduce the time to resolution for every reported AV system problem.

- **Remote Monitoring**

Alerts are generated in real time. The system(s) provide regular updates for health and operational status, and notification alerts are directed to the cloud as they occur. These alerts are conveyed to Avidex remote technical support staff. Based on the level of support agreement, Avidex will assess the alert and log into the system for added information about the reported issue. From that early assessment, the Avidex service team will then log and act on the issue according to our service process.

- **Remote Management**

In those cases where systems design allows, Avidex remote technical support staff will work with the system to affect a solution to the reported problem. If the issue can be resolved by any of the available remote tools, the technician will do so, log the issue and the resolution. The incident is included in Avidex reporting to our client. Should the reported problem not be resolved using remote tools, the problem is logged, and a technician is scheduled and dispatched to resolve the issue on-site. The dispatched technician is pre-armed with the knowledge from the on-line support exchange with the system. This means that the dispatched technician is prepared to resolve the reported issue as quickly as possible.

- **Preventive Maintenance**

- Avidex will perform periodic maintenance for your integrated audiovisual system including system check, cleaning, and optimizing all appropriate equipment. Avidex will also provide a summary report detailing the status of the audiovisual system and troubleshoot and repair any discovered audiovisual problems
- This proposal includes one (1) preventive maintenance visit per year of the agreement (to be scheduled by the client).
- Upon completion of each preventive maintenance visit, an Avidex Field Support Engineer will conduct a system operations training session if requested.

### **Management of Device Firmware, Configurations, and Changes:**

- Avidex will use the integrated remote monitoring equipment to assess device firmware versions and hardware status (where possible), allowing onsite technicians to manage the firmware of selective devices and update the configurations as needed, dependent upon the specific scope of the proposed project.

### **AVIDEX SERVICES NOT PROVIDED UNDER THIS COVERAGE**

- Repair to Client Furnished Equipment and/or components unless included in Appendix B
- Before or after-hours on-site support
- Repairs due to customer acts of negligence or misuse.
- Coverage for projection screen material, plasma glass assembly, lamps, bulbs, furniture, display panels, optical engines, batteries, and accessories. Such parts will be provided at a 10% discount off our list price.
- Image burn-in caused by static images displayed over an extended period on any display device.



## APPENDIX C: 360° SERVICE™ PLAN (Elite)

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### ELITE (PRICED OPTIONALLY)

Under Elite coverage, Avidex warrants the furnished integrated system(s) are free of defects for the priced term period from the date of acceptance or date of first beneficial use, whichever occurs first. This coverage includes the remote monitoring, troubleshooting, uninstallation, and reinstallation of the equipment integrated by Avidex. Remedy for such defects during the coverage period shall be provided at no additional expense to the client. The following services are included under this coverage:

### REACTIVE SUPPORT

#### Avidex 360° Service Helpdesk will:

- Provide a dedicated toll-free number 1 800 497 7104 to report and request technical support for the integrated equipment.
- Operate the Avidex 360° Service Helpdesk twenty-four hours per day, seven days per week to log service requests.
- Respond to the initial support request within one (1) hour.
- Contact the client during the standard hours of Monday – Friday 8:00AM to 5:00PM Pacific Time except for Avidex holidays to resolve the issue remotely to ensure the quickest possible resolution.
- Use the integrated remote monitoring equipment to assist with fault detection and sending alerts, dependent upon the specific scope of the proposed project.
- Use the integrated remote management system to facilitate diagnostic and/or restorative actions to resolve the reported problem, where applicable.
- Administer the repair process for defective or broken equipment including processing of any manufacturer RMA.

#### On-Site Support will:

- Provide a qualified Field Support Technician during standard Avidex hours within four business hours of the support request.
- Troubleshoot the system and make the best effort to resolve the issue(s) while at the client site.
- Return defective equipment to an authorized repair center or directly to the manufacturer for warranty repair or exchange. All fees related to shipping are included.
- Provide a suitable replacement for defective equipment to ensure full system operability if an item is no longer repairable.
- Install the repaired or replacement equipment and test to ensure the system is operable per the original system intent.

#### Avidex Loaner Equipment

- Avidex may provide loaner equipment (when available) upon component failure. Loaner equipment is not intended to be a direct replacement for system components

## **PROACTIVE SUPPORT (Avidex Assure)**

Beyond typical reactive support, Avidex offers remote management of AV systems as an integral part of our support agreements. Remote monitoring and management are features designed into AV solutions allowing the systems to report issues at any time. The systems provide real-time information about equipment status and health.

The goal of utilizing remote monitoring and management is to reduce the time to resolution for every reported AV system problem.

- **Remote Monitoring**

Alerts are generated in real time. The system(s) provide regular updates for health and operational status, and notification alerts are directed to the cloud as they occur. These alerts are conveyed to Avidex remote technical support staff. Based on the level of support agreement, Avidex will assess the alert and log into the system for added information about the reported issue. From that early assessment, the Avidex service team will then log and act on the issue according to our service process.

- **Remote Management**

In those cases where systems design allows, Avidex remote technical support staff will work with the system to affect a solution to the reported problem. If the issue can be resolved by any of the available remote tools, the technician will do so, log the issue and the resolution. The incident is included in Avidex reporting to our client. Should the reported problem not be resolved using remote tools, the problem is logged, and a technician is scheduled and dispatched to resolve the issue on-site. The dispatched technician is pre-armed with the knowledge from the on-line support exchange with the system. This means that the dispatched technician is prepared to resolve the reported issue as quickly as possible.

- **Preventive Maintenance**

- Avidex will perform periodic maintenance for your integrated audiovisual system including system check, cleaning, and optimizing all appropriate equipment. Avidex will also provide a summary report detailing the status of the audiovisual system and troubleshoot and repair any discovered audiovisual problems
- This proposal includes one (1) preventive maintenance visit per year of the agreement (to be scheduled by the client).
- Upon completion of each preventive maintenance visit, an Avidex Field Support Engineer will conduct a system operations training session if requested.

## **Management of Device Firmware, Configurations, and Changes**

- Avidex will use the integrated remote monitoring equipment to assess device firmware versions and hardware status (where possible), allowing onsite technicians to manage the firmware of selective devices and update the configurations as needed, dependent upon the

specific scope of the proposed project.

#### **AVIDEX SERVICES NOT PROVIDED UNDER THIS COVERAGE**

- Repair to Client Furnished Equipment and/or components unless included in Appendix B
- Before or after-hours on-site support
- Repairs due to customer acts of negligence or misuse
- Coverage for projection screen material, plasma glass assembly, lamps, bulbs, furniture, display panels, optical engines, batteries, and accessories. Such parts will be provided at a 10% discount off our list price
- Image burn-in caused by static images displayed over an extended period of time on any display device