

Retail Sales Agreement



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

Proposal Number: 896665
Prepared For: University of Wisconsin - Madison
Attn: Steve Narf

Proposal Date: January 18, 2019
UW Madison Chamberlin Hall - Lecture Hall
2241

Prepared By: Alan Harper
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BILL TO

Attn: Steve Narf
University of Wisconsin - Madison
21 N Park St Ste 5301
Madison, WI, 53715-1218
Phone: (608)262-8729
Email: snarf@wisc.edu
Customer Number: 12810

SITE

Attn: Steve Narf
UW Madison - Chamberlin Hall
1150 University Ave
Madison, WI, 53706
Phone: (608)214-6074
Email: snarf@wisc.edu

COMMENTS

--Pricing per UW contract 17-5174

PRODUCTS AND SERVICES SUMMARY

Equipment	\$0.00
Integration	\$17,620.00
PRO Support	\$0.00
Shipping & Handling	\$0.00
Tax	\$0.00
Grand Total	\$17,620.00

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 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1% 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

Per UW contract 17-5174.

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
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: 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

Per UW contract 17-5174.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Per UW contract 17-5174.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

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.

SERVICES TO BE PROVIDED

INTEGRATION SCOPE OF WORK

A. SUMMARY: UW Madison Department of Physics will be updating the audio-visual equipment in lecture hall 2241 and has requested assistance from AVI Systems to program the Crestron control system. Included with this project will be a complete set of AV flow drawings that will specify connectivity of the AV system inputs and outputs. The customer will be performing the physical installation of the equipment, pulling and terminating of cabling, and interconnections of the equipment rack. AVI Systems will program the Crestron control system programming code and load and test in the lecture hall.

B. SYSTEM DESCRIPTION:

- **Functionality Description:** The customer will be installing a new digital AV distribution system that will allow for digital and analog connectivity in lecture hall 2241. AVI Systems will provide the customer with a set of AV flow drawings on how the system will be wired, so that AVI Systems can provide the control system programming to match. This scope of work details the control system functionality that will be performed by AVI. Deviations from the scope of work will be address on a change order basis. System commissioning will be performed by the customer and AVI at a mutually agreed upon date at Chamberlain Hall. The customer will need to contact AVI Systems project manager two weeks prior to system commissioning to coordinate a date and time.
- **Engineering:**
 - AVI engineer will verify the equipment list provided by the customer to ensure that all AV equipment meet the system design and functionality. Any missing equipment will be outlined in a document and sent to the customer for clarification. The missing equipment will need to be furnished by the customer or purchased from AVI via a change order.
 - During the site visit to verify existing equipment, AVI engineer will pull/copy the audio DSP file from the existing system in order to be used with the new control programming. AVI will require the make/model of the existing audio DSP. This DSP file must be the same as the final install so that the control programming remains consistent. Any revision to the existing audio DSP file that is determined by AVI to be necessary for system functionality is outside of this scope of work and can be provided by AVI as an additional service.
 - AVI will provide a set of AV flow drawings that will detail each components inputs and outputs and the type of cabling required for each connection. These drawings will be used by the customer to wire the system and by the AVI Systems programmer to program against.
- **Controls:**
 - The customer will be installing a Crestron 3-series control system with a Crestron TPMC-V12-TILT-B touch panel and the following functions will be programmed by AVI Systems:
 - Projector power on/off (3 projectors)
 - Program audio levels up/down and mute
 - Vocal audio levels up/down and mute
 - PTZ camera control (4 PTZ cameras)
 - Control lighting system presets
 - Program Room Source Selections and Table Source Selections
 - Program the ability to select a single source selection that can be sent to all projectors or individual projectors (Matrix)
 - Program the "Smith Page" – end users will have the ability to preview and select up to 4 sources or PTZ cameras on the touch screen in a quad split and send to any one of the 3 projectors in the room.
 - Freeze frame – end users will have the ability to freeze an image on each of the 3 projectors. AVI Engineer will need to determine if the existing projectors are capable of freezing an image via command strings or if additional equipment is required.
 - The AVI programmer will have 3 meetings with the Owner to go over the touch panel pages and navigation.
 - Meeting 1 – initial meeting will establish Owner's touch panel requirements, intended layouts, and conceptual navigation.
 - Meeting 2 – AVI programmer will present first "draft" of touch panel layouts to Owner. A list of necessary changes will be generated to be incorporated in the final touch panel design.
 - Meeting 3 – AVI programmer will present the final touch panel layout for sign off by the Owner. Minor changes/revisions can be incorporated, but large programming changes are not expected after this point.
- **System Commissioning:**
 - AVI Systems project manager will coordinate with customer and programmer designated days to load the Crestron control system code and to test out the system functionality. This is expected to require 4 to 5 days. The customer will need to ensure that the person that terminated and connected the AV system components is present for this commissioning session in case cables need to be replaced or re-terminated.
 - AVI Systems programmer will need to update firmware on all Crestron control system devices and matrix switcher.
- **Customer Provided:**
 - The customer will be supplying all audio-visual equipment, rack equipment, cabling and interconnections for this project.

- All customer provided equipment is expected to be fully functional. AVI Systems shall not be responsible for any equipment which is determined to not function properly nor any delays that this may cause to the overall schedule.
- Changes to any equipment that impact the system programming may result in additional time and fees.

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
- Fire wall, 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 not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, 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. 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 includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of 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 site that AVI Systems is not able to execute work and definable progress, the Customer will be charged a **\$250.00 Mobilization Fee** to offset the lost time due to the lack of readiness. The Mobilization Fee will be presented as 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 is 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 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 particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on 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.

E. 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

F. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

G. 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 of 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.

H. 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 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 conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses 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.).

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>
		Integration				
AVICUSTOM	AVI SYSTEMS	Engineering & Drawings	40	\$0.00	\$120.00	\$4,800.00
		Project Management	11	\$0.00	\$120.00	\$1,320.00
		Programming	60	\$0.00	\$115.00	\$6,900.00
		Testing & Acceptance	30	\$0.00	\$115.00	\$3,450.00
		Training	10	\$0.00	\$115.00	\$1,150.00
		Sub-Total: Integration				\$17,620.00
		Total:				<u>\$17,620.00</u>

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