

Retail Sales Agreement



AVI Systems Inc., 2300 E 54th Street N, Suite 2 Sioux Falls, SD, 57104 | Phone: (605)782-4141, Fax: (605)782-4142

Proposal Number: 853930
Prepared For: Billings Montana, City of
Attn: Denise R. Bohlman

Proposal Date: January 12, 2018
City Court/Council Des-Build - V4 AV -
1/9/2018

Prepared By: Mark Hunt
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BILL TO

Attn: Denise R. Bohlman
Billings Montana, City of
PO Box 1178 N/A
Billings, MT, 59103
Phone: (406)657-8224
Email:bohlmand@ci.billings.mt.us
Customer Number:14340

SITE

Attn: Denise R. Bohlman
Billings Montana, City Of
PO Box 1178 N/A
Billings, MT, 59103
Phone: (406)657-8210
Email: bohlmand@ci.billings.mt.us

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$90,871.00
Integration	\$65,282.00
PRO Support	\$0.00
Shipping & Handling	\$2,350.00
Tax	\$0.00
Grand Total	\$158,503.00

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 1.5% 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 CASH. 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
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

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](http://www.avisystems.com/AVITermsOfSale.pdf) (which can be found at www.avisystems.com/AVITermsOfSale.pdf) 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

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 SERVICES

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 integration effort which are different from those documented may influence 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.

INTEGRATION SCOPE OF WORK

1. SUMMARY:

The City of Billings is upgrading their City Court/City Council room AV

2. SYSTEM DESCRIPTION:

2.1. City Court/City Council Chambers

2.1.1. Functionality Description: A multi-function multi-layout space with flexible AV systems to accommodate the reconfigurable use of the space. The audio and video systems will be installed to allow for configuration of those systems and functionality to provide support for both Court proceedings and City Council meetings. Court proceedings could include in person hearings, jury trial, & video arraignments. Evidence and video presentations can be made from the room when using the designated input connections. City Council meetings will primarily use the space in a traditional head table and audience configuration. The same desks used for court will be rotated and configured to provide for the seating of council members. Video presentations can be made from the same designated connection that the court uses. Wireless and wired microphones will be used to support the court and council uses due to the reconfiguration of the space. Additional projection systems will be added to the space near the jury box location to allow for better viewing of presentations and content in the council configuration. The current video conferencing monitor will be replaced and along with the conferencing camera relocated to the soffit above the desks separating the well from the gallery. This will provide an additional screen for council members to see content as well as a more natural viewing angle for the judge during video calls. The existing ceiling speakers will be replaced with updated technology. Additional speakers will be added to provide more complete audio coverage of the gallery areas allowing the audience to hear discussions more clearly. The system will be controlled from a touch screen interface custom designed for the City of Billings. All normal day to day operations of the system will be available on the screen eliminating the need for additional remotes and controls in the room. Provisions will be made to accommodate an iPad that the City will provide along with the App that the City will buy as a flexible wireless control system that will mimic the wired touch screen. The layout and functionality of the user interface will be discussed and will evolve over several discussion periods with the client and AVI programmer. AVI will bring years of experience and best practices to work with the owner representatives to develop a user interface that will provide the right level of functionality, reliability and ease of use for the systems in the space.

Typical controls will include:

- Power On/Off for all components of the AV system
- Room use configuration (Court or Council use)
- Video Conferencing functions (Camera control, call control)
- Audio Conferencing (dial and answer controls)
- Audio and video switching and control (source select, volume control, record levels)

2.1.2. Display Devices:

2.1.2.1. The existing projection screen installed in the ceiling will remain in place and be reused.

2.1.2.1.1. Control of the screen will be integrated into the new control system if possible. **(screen make and model is unknown and it is not known if there is a low voltage control option for the screen)**

2.1.2.2. A new higher lumen HD projector will be installed to replace the existing ceiling mounted product.

2.1.2.2.1. The new projector will be configured to allow for the placement to remain the same as the old.



2.1.2.2.2.



2.1.2.3. A new motorized projection screen will be mounted on the face of the soffit above the front of the jury box. **Color of the fascia of the screen housing will need to be determined prior to ordering.**



2.1.2.4.

2.1.2.5. A new HD projector will be installed in the ceiling to provide the image on the new projection screen.

2.1.2.6. The existing flat panel display will be replaced with a new larger image smaller bezel model.



2.1.2.7.

2.1.2.7.1. This flat panel will be installed on the face of the soffit above the gallery rail.

2.1.2.8. Additional video outputs will be provided at the judge and witness bench locations for connection of monitors if requested or required.

2.1.2.9. A video output feed will also be provided to the broadcast systems. AVI needs to be determined what will be necessary for conversion of the video output feed to the Everts Fiber converter of Billings Community Cable.

2.1.3. Source Devices:

2.1.3.1. Wireless presentation connection will be provided.



2.1.3.1.1.

2.1.3.1.2. This device will be put on the City's network for access. AVI will work with IT on the specifics regarding this.

2.1.3.2. An AV input wall plate will be installed on the gallery side of the rail for presentation connection

2.1.3.2.1. The plate will have a single VGA (HD15) and audio (3.5mm) connection along with an HDMI

2.1.4. AV Switching Devices:

2.1.4.1. An AV Digital Media switch will be installed to provide audio and video switching and routing capabilities.

2.1.4.2. All devices will be routed through the switch and will be available at the displays in the room for viewing

2.1.4.3. The switching will also provide the presentation sources as content for the video conferencing system for viewing on the far side when in a call.

2.1.4.4.



2.1.5. Audio Devices:

2.1.5.1. New wireless microphones will be provided for use on the tables during both court and council uses



2.1.5.2.

2.1.5.3. The existing wired locations will remain wired and be reused. **The cabling for these existing wired locations may need to be re-cabled.**



2.1.5.4.

2.1.5.5. A new audio processor will provide switching and control of all microphones and audio devices in the room.



2.1.5.6.

2.1.5.7. A new amplifier will provide power for the speakers in the room



2.1.5.8.

2.1.5.9. New ceiling recessed speakers will be installed in place of the existing product.

2.1.5.9.1. Additional speakers will be added to provide better coverage of the gallery area

2.1.5.9.1.1. **Consideration needs to be considered about these speakers will need to be cut into different tiles than the current speakers if the same ceiling tiles are to be used.** It has been discussed that the City of Billings is going to replace and update those tiles in the space.



2.1.5.9.2.

2.1.5.10. The existing connection in the judge's chambers will be maintained in the new system.

2.1.5.11. Recording feeds will be provided to the existing computer

2.1.5.12. An audio feed will be provided to the broadcast equipment

2.1.6. Conferencing Devices:

2.1.6.1. The existing Polycom HDX series codec will be integrated into the AV system and relocated to the new AV rack.

2.1.6.1.1. The existing camera will be relocated with the monitor to the soffit above the gallery rail

2.1.6.2. A new audio conferencing codec (telephone conferencing) will be installed with the audio processor

- 2.1.6.3. The microphones in the room, wired and wireless, will be used to pick up audio to be heard on the other end of the call. The ceiling speakers will provide audio from the far end of the call to be heard in the room.
- 2.1.6.4. Dialing capabilities for both audio and video conferencing calls will be present on the touch screen interface
- 2.1.7. Control/Network Devices:
 - 2.1.7.1. The AV system can be connected to the owner furnished network to allow for mobile control (iPad) or control via PC/Laptop while on the owner network.
 - 2.1.7.2. The existing codec network connection will remain in use.
 - 2.1.7.2.1. The existing drop will need to be re-routed to the new rack location or a new drop provided.
 - 2.1.7.3. The system will be controlled via touch screen and a simple to use graphic interface.
 - 2.1.7.4. All typical day to day controls and functions will be available on the touch screen control



2.1.7.5.
2.1.7.6. Wired Crestron Control Pad



Wireless iPad Control

- 2.1.7.6.1. Controls typically include: Power On/Off, Volume, Mode select (Court or Council) Microphone control....
- 2.1.8. Equipment Housing:
 - 2.1.8.1. An equipment rack will be placed to house all the AV equipment head end in one location
 - 2.1.8.1.1. The exact location and size of the equipment rack is still TBD
 - 2.1.8.1.2. This space will need proper venting, power and network drops specified below.
 - 2.1.8.2. The remain equipment not mentioned above will be used in the integration of major system components



2.1.8.3.

2.1.9. Remote Monitoring:

- 2.1.9.1. AVI will provide a Computer NUC that will be connected to the AV rack that will be networked to be able to remote into the AV system to check on equipment within the system. A copy of Bomgar will be licensed and provided by AVI systems.

3. PROJECT SPECIFIC CUSTOMER SCOPE OF WORK REQUIREMENTS: (NOTE)

3.1. AC Power

- 3.1.1. Two (2) 15A (min) circuits installed at the rack location
 - 3.1.1.1. Two double duplex receptacles
- 3.1.2. One (1) 15A (min) circuit at the new projector location
- 3.1.3. One (1) 15A (min) circuit at the new projection screen location
- 3.1.4. One (1) 15A (min) circuit at the flat panel display location in the Courtroom

3.2. Data connections and configuration

- 3.2.1. Five (5) data connections installed at the rack location
 - 3.2.1.1. Video conferencing
 - 3.2.1.2. Audio conferencing (VoIP) Need to verify again. Could be analog.
 - 3.2.1.3. Control system
 - 3.2.1.4. Wireless Presentation connection
 - 3.2.1.5. Future

3.3. Construction of rack room location

- 3.3.1. A suitable location for the rack needs to be constructed
- 3.3.2. Location should be constructed with ventilation, cable paths, and power in mind

4. PROJECT SPECIFIC INSTALLATION CONSIDERATIONS: (NOTE)

4.1. AVI will provide onsite integration services for defined phases of the construction project:

- 4.1.1. The prerequisite tasks that are shown for each phase must be completed before AVI can proceed with the integration process.
- 4.1.2. Return trips to the jobsite due to incomplete construction tasks that prevent AVI from completing scheduled work are not included in this bid response and will be assessed a Mobilization Fee and Travel Expenses as detailed below. (Section 7.5)

4.2. Installation: (NOTE)

- 4.2.1. All AC power as described above must be in place and energized
- 4.2.2. All data as described above must be in place and energized
- 4.2.3. Rack location must be fabricated and finished
- 4.2.4. Full access to the room for duration of installation
- 4.2.5. The installation process is expected to take 10 business days to complete and must be scheduled and planned for accordingly in the scheduling of the room.
- 4.2.6. These days would be scheduled after completion of all prerequisite tasks shown above

4.3. Testing/Commissioning: (NOTE)

- 4.3.1. Owner with authority to sign off on system completion and functionality must be present upon completion of installation
 - 4.3.1.1. Every effort will be made to schedule this time as far in advance as possible based on installation progress
- 4.3.2. Owner and owner representatives to be included in the training and operation of the system must be present upon completion of installation

5. KNOWLEDGE TRANSFER (TRAINING)

- 5.1. 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. Training is to be performed at the time of system completion unless specified below.
 - 5.1.1. -

6. EXCLUSIONS: The following work is not included in our Scope of Work:

- 6.1. All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- 6.2. Concrete saw cutting and/or core drilling
- 6.3. Fire wall, ceiling, roof and floor penetration
- 6.4. Necessary gypsum board replacement and/or repair
- 6.5. Necessary ceiling tile or T-bar modifications, replacements and/or repair
- 6.6. Installation of ceiling mounted projection screen
- 6.7. All millwork (moldings, trim, cut outs, etc.)
- 6.8. Patching and Painting
- 6.9. Permits (unless specifically provided for and identified within the contract)
- 6.10. Unless specifically noted lifts and scaffolding are not included

7. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- 7.1. The room(s) match(es) the drawings provided
- 7.2. Site preparation by others includes electrical and data placement per specifications.
- 7.3. 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.
- 7.4. Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- 7.5. 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 & Travel Expenses** to offset the lost time due to the lack of readiness. The Mobilization Fee & Travel Expenses 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.
- 7.6. Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 15 business days.
- 7.7. There is ready access to the building / facility and the room(s) for equipment and materials.
- 7.8. There is secure storage for equipment during a multi-day integration.
- 7.9. 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.
- 7.10. All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems final integration begins. AVI Systems will not be responsible for testing the LAN connections.
- 7.11. 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.
- 7.12. Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).

7.13. 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).

8. AVI SYSTEMS, INC. GENERAL INTEGRATION SERVICES RESPONSIBILITIES

- 8.1. AVI Systems, Inc. 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.
- 8.2. Provide equipment, materials and service items per the contract products and services detail.
- 8.3. Provide systems equipment integration and supervisory responsibility of the equipment integration.
- 8.4. Provide systems configuration, checkout and testing.
- 8.5. Provide project timeline schedules.
- 8.6. Coordinate with the owner/contractor or other parties involved with this project to insure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- 8.7. Provide manufacturer supplied equipment documentation.
- 8.8. Provide final documentation and “as built” system drawings
- 8.9. Provide system training following integration to the designated project leader or team as directed in the project specification documents.

9. GENERAL CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- 9.1. Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.
- 9.2. 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.
- 9.3. Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- 9.4. Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- 9.5. Provide reasonable accesses of AVI Systems, Inc. personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- 9.6. Provide a secure area to house all integration materials and equipment.
- 9.7. Provide a project leader who will be available for consultation and meetings.
- 9.8. 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>
Wireless Mics						
MXW8=-Z10	SHURE	DESKTOP BASE TRANSCEIVER	14	\$725.00	\$488.00	\$6,832.00
MX415/C	SHURE	15" Shock-Mounted Gooseneck, Cardioid, includes surface mount Preamplifier	14	\$374.00	\$256.00	\$3,584.00
MXWAPT8=-Z10	SHURE	8-CH ACCESS POINT TRANSCEIVER	2	\$4,260.00	\$2,863.00	\$5,726.00
MXWNCS8	SHURE	8-CH NETWORKED CHARGING STATION	4	\$2,220.00	\$1,492.00	\$5,968.00
MXW2/SM58	SHURE	Handheld Transmitter with SM58® Microphone (Includes one SB902 Battery)	2	\$716.00	\$482.00	\$964.00
MXA910W	SHURE	CEILING ARRAY,INTELLIMIX,WHT,24INCH	1	\$4,500.00	\$3,653.00	\$3,653.00
Wired Mics						
MX418D/C	SHURE	MICROPHONE	3	\$374.00	\$256.00	\$768.00
MX418S/C	SHURE	MICROPHONE	1	\$294.00	\$201.00	\$201.00
Audio Infrastructure/Ceiling Speakers & Hearing As						

FG-118070-00	QSC	PROCESSOR,Q-SYS CORE 510i,100-240V,CTO MODEL	1	\$6,020.00	\$4,484.00	\$4,484.00
FG-212100-00	QSC	DIGITAL,Q-SYS IO FRAME T2	2	\$2,340.00	\$1,797.00	\$3,594.00
FG-212107-00	QSC	ACCESSORY,CIML4 TYPE2,Q-SYS CIML4 KIT TYPE2	9	\$330.00	\$248.00	\$2,232.00
FG-212111-00	QSC	ACCESSORY,CDN64,Q-SYS CDN64 KIT	1	\$1,500.00	\$1,118.00	\$1,118.00
FG-212103-00	QSC	ACCESSORY,COL4 TYPE 2,,,Q-SYS COL4 KIT TYPE 2	4	\$300.00	\$223.00	\$892.00
FG-212104-00	QSC	ACCESSORY,CODP4 TYPE2,,,Q-SYS CODP4 KIT TYPE 2	1	\$460.00	\$340.00	\$340.00
FG-112207-00	QSC	ACCESSORY,Q-SYS RP1 KIT,4 PACK	1	\$50.00	\$38.00	\$38.00
FG-112206-00	QSC	ACCESSORY,Q-SYS CR1 KIT	1	\$42.00	\$32.00	\$32.00
FG-002202-00	QSC	AMPLIFIER,SPA2-60-NA,100-240V	4	\$530.00	\$386.00	\$1,544.00
FG-001608-00	QSC	SPEAKER,AD-C6T-LP,6.5"CEILING,LOW PROFILE,W/XFMR	14	\$200.00	\$148.00	\$2,072.00
WIR SYS 7518 PRO	WILLIAMS SOUND	Mid-range infrared listening system includes: (1) WIR TX75 C infrared transmitter/modulator, (1) WIR	1	\$2,162.00	\$1,525.00	\$1,525.00
GS516TP-100NAS	NETGEAR	Netgear ProSAFE Ethernet Switch,16 total Ports, 8 x POE - 8 x RJ-45 - 10/100/1000Base-T - PoE Ports	1	\$540.18	\$499.00	\$499.00

Projectors/Screen/Displays/Mounts

CPWU8461	HITACHI	WUXGA 6000lm Install Projector. HDBT, 2 HDMI inputs, Accentualizer Mode, HDCR, Dicom Mode, Power Zoo	2	\$7,795.00	\$3,900.00	\$7,800.00
37566LS LCM1U	DA-LITE CHIEF	CONTOUR 94D 50X80NPA MW SINGLE CEILING MOUNT, LARGE, BLACK	1	\$1,350.00	\$1,039.00	\$1,039.00
CMS440P2	CHIEF	SUSPENDED CEILING BRIDGE W/ POWER	1	\$347.00	\$267.00	\$267.00
RPMAUW CMS009012W 65SM5KD-B	CHIEF CHIEF LG	UNIVERSAL RPMA ADJ. PIPE 9" TO 12" WHITE 65" FHD, 450 nit, 2 HDMI, 1 DP, 1 DVI, 1 RGB, 1 RS232, 1 RJ-45, 1 USB 3.0 IR Attached, Landscape& Po	3	\$324.00	\$250.00	\$750.00
			2	\$246.00	\$190.00	\$380.00
			3	\$94.00	\$73.00	\$219.00
			1	\$3,689.00	\$2,562.00	\$2,562.00

Video Infrastructure

R9861520NA AVI-TBD-MATERIAL	BARCO	ClickShare-200 Set NA, Incl Ba NUC for remote diagnostics Integration Materials	1	\$1,750.00	\$1,728.00	\$1,728.00
			1	\$0.00	\$1,000.00	\$1,000.00
DM-MD8X8-RPS	CRESTRON	8x8 DigitalMedia™ Switcher w/Redundant Power Supply	1	\$5,500.00	\$3,526.00	\$3,526.00
DMC-4K-C-HDCP2	CRESTRON	HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM® Switchers	2	\$1,100.00	\$706.00	\$1,412.00
DMC-4K-HD-HDCP2	CRESTRON	4K HDMI® Input Card for DM® Switchers	3	\$800.00	\$513.00	\$1,539.00
DMC-4K-CO-HD-HDCP2	CRESTRON	2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card for DM® Switchers	2	\$1,300.00	\$834.00	\$1,668.00
DMC-4K-HDO	CRESTRON	2-Channel 4K Scaling HDMI® Output Card for DM® Switchers	2	\$1,800.00	\$1,154.00	\$2,308.00
DM-RMC-4K-SCALER-C	CRESTRON	4K DigitalMedia 8G+® Receiver & Room Controller w/Scaler	4	\$1,800.00	\$1,800.00	\$7,200.00
HD-DA2-4K-E	CRESTRON	1-to-2 4K HDMI® Distribution Amplifier	1	\$300.00	\$300.00	\$300.00
DM-TX-4K-100-C-1G-B-T	CRESTRON	Wall Plate 4K DigitalMedia 8G+® Transmitter 100, Black Textured	1	\$700.00	\$700.00	\$700.00
DM-PSU-8	CRESTRON	8-Port PoDM Power Supply for DM 8G+® I/O Cards	1	\$1,200.00	\$770.00	\$770.00

AV3	CRESTRON	3-Series Control System®	1	\$4,400.00	\$2,629.00	\$2,629.00
Control System						
TSW-1060-B-S	CRESTRON	10.1" Touch Screen, Black Smooth	1	\$2,400.00	\$1,539.00	\$1,539.00
TSW-1060-TTK-B-S	CRESTRON	Tabletop Kit for TSW-1060, Black Smooth	1	\$250.00	\$161.00	\$161.00
JG539A#ABA	HP	HP 1910 Series 24-Port PoE+ Ethernet Smart Managed Switch	1	\$579.00	\$579.00	\$579.00
Equipment Rack						
BGR-38SA-27LRD	MIDDLE ATLANTI	38SP/27D LRD,STAND ALONE	1	\$1,301.00	\$824.00	\$824.00
BPDF-38	MIDDLE ATLANTI	38SP, PLEXI FRONT DOOR	1	\$640.00	\$406.00	\$406.00
BGR-RDC38	MIDDLE ATLANTI	38SP BGR REAR CABLE DOOR	1	\$273.00	\$173.00	\$173.00
CBS-BGR	MIDDLE ATLANTI	BGR CASTER KIT W/Hardware	1	\$222.00	\$141.00	\$141.00
IBGR-276FT-FC	MIDDLE ATLANTI	INT'L 4-1/2"DC BGR FAN TOP,4FANS,FAN CNTRL,BLK	1	\$513.00	\$325.00	\$325.00
UPS-1000R-IP	MIDDLE ATLANTI	RKMNT UPS,1000VA/750W,NTWRK INTERFACE CARD,2SP(3-1/2"),BLK	1	\$1,690.00	\$1,071.00	\$1,071.00
RLNK-915R	MIDDLE ATLANTI	15A,9 OUTLET,IP CONTROLLED RACKMOUNT POWER	1	\$458.00	\$291.00	\$291.00
RLNK-SW715R-NS	MIDDLE ATLANTI	15A RACKMOUNT CONTROLLED & MONITORED POWER SWITCH	1	\$1,098.00	\$696.00	\$696.00
LACE-37-OWP	MIDDLE ATLANTI	64-3/4"H,4-3/4"W SLOT LACER,6 PACK	1	\$292.00	\$185.00	\$185.00
LB-2A-4PK	MIDDLE ATLANTI	"L"SHAPED LACING BAR,2"OFFSET,4 PACK	2	\$32.00	\$21.00	\$42.00
LB-4A-4PK	MIDDLE ATLANTI	"L"SHAPED,LACING BAR,4"OFFSET,4 PACK	1	\$36.00	\$23.00	\$23.00
HCM-1	MIDDLE ATLANTI	1SP HORIZ CBL MGR MICRO CLIPS	2	\$39.00	\$25.00	\$50.00
TW12	MIDDLE ATLANTI	(12)CABLE/WIRE MANAGEMENT STRAPS	2	\$18.00	\$12.00	\$24.00
MID-SS	MIDDLE ATLANTI	SLIDING SHELF	1	\$202.00	\$128.00	\$128.00
VBK-BGR-SA	MIDDLE ATLANTI	BGR-SA VENT BLOCKER	2	\$24.00	\$16.00	\$32.00
UTB-A2-14	MIDDLE ATLANTI	UNIVERSAL TECHBOX,1-2SP,WITH F/R COVERS,14"D	1	\$502.00	\$318.00	\$318.00
		Engineering & Drawings				\$7,480.00
		Project Management				\$3,128.00
		Programming				\$14,241.00
		Cable Placement				\$9,520.00
		In Shop Fabrication				\$1,089.00
		On Site Integration				\$15,162.00
		Training				\$792.00
		Travel				\$2,408.00
		Travel Expense				\$4,748.00
		Integrations Cables & Connectors				\$4,950.00
Sub-Total: City Court/Council Des-Build - V4 AV - 1/9/2018						\$156,389.00
Total:						\$156,389.00

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.

4. Shipping and Handling and Taxes – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term “Confidential Information” shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party’s similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party’s executive employees or employees who are key to such Party’s performance of its obligations under this Agreement (“Covered Employees”). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the “Prepared Area”) Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.