



Fort Lauderdale Police Department Command Center

Hiperwall Video Display Wall System

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AUDIO VISUAL SYSTEM DESCRIPTION

AVI-SPL's Control Room Group (CRG) has been engaged by Fort Lauderdale Police Dept (FLPD) to create a system design for the Hiperwall solution that will be installed in the FLPD Command Center. The necessary functionalities and requirements were gathered by CRG from Michael Gregory via a site visit and meeting. The following system specifications have been based off of those notes.

VIDEO WALL - 1

CRG is proposing a 6 x 2 array of Samsung 55" thin bezel LCD display panels to satisfy FLPD's request of a video wall. These displays possess a resolution of 1920 x 1080 (HD), brightness of up to 700cd/m2, 4000:1 contrast, and a viewing cone of 178 degrees. The total resolution of the array shall be 11,520 x 2,160 and possess physical dimensions of roughly 4.5ft in height by 23.9ft in width. Once tiled together, the display shall possess an industry leading thin bezel of only 3.5mm image to image. The array shall be mounted using special wall mounts to allow for the ease of serviceability. These displays are fully rated for 24/7 usage.

VIDEO WALL - 2

CRG is proposing a 5 x 2 array of Samsung 55" thin bezel LCD display panels to satisfy FLPD's request of a video wall. These displays possess a resolution of 1920 x 1080 (HD), brightness of up to 700cd/m2, 4000:1 contrast, and a viewing cone of 178 degrees. The total resolution of the array shall be 9,600 x 2,160 and possess physical dimensions of roughly 4.5ft in height by 20ft in width. Once tiled together, the display shall possess an industry leading thin bezel of only 3.5mm image to image. The array shall be mounted using special wall mounts to allow for the ease of serviceability. These displays are fully rated for 24/7 usage.

VIDEO DISTRIBUTION SYSTEM

The HiperWall System is a high performance and high resolution visualization system that provides high scalability without requiring the need for any specialized hardware infrastructure. The key to Hiperwall is a distributed software architecture that applies classical parallel processing techniques to overcome the performance limitations typically associated with the display of large or numerous items on multiple display devices.

The key component to Hiperwall is the high performance distributed architecture. Each monitor is driven by a PC that is mounted externally on the rear. Each PC/monitor pair is called a display node. Each of these nodes is responsible for displaying a portion of the overall image that is being shown on the Hiperwall system. Each PC is responsible for rendering the portion of the overall image that is being displayed on its associated monitor. Thus, all of the PCs work in

parallel to render the total image, avoiding the performance limitations that would come from attempting to render the entire image on a single PC

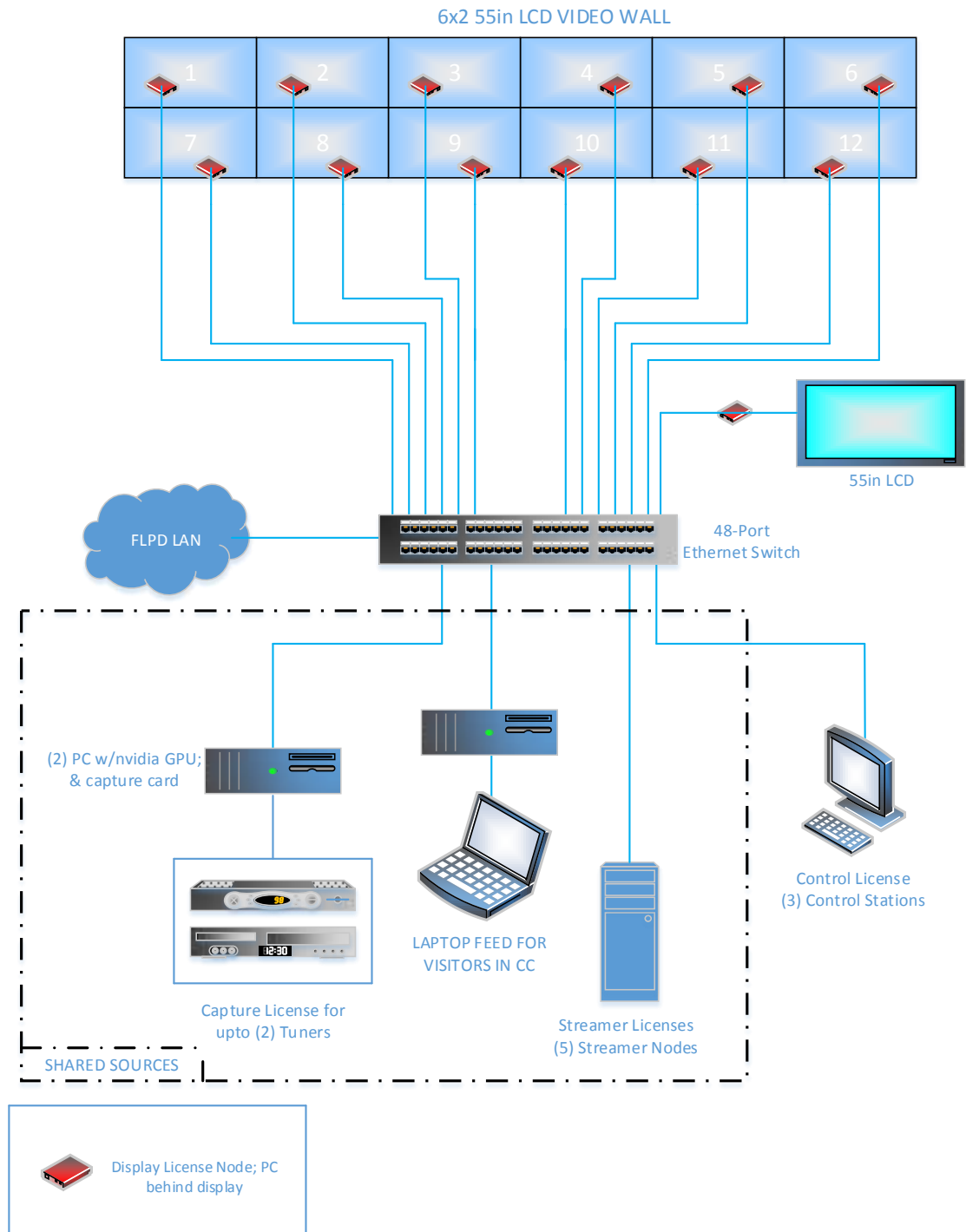
The Hiperwall system is capable of displaying multiple data types on the Hiperwall video wall display. You can display one extremely large piece of content and spread a variety of contents across the entire video wall. Examples of common content:

- **Standard images** - Hiperwall can display digital images in jpeg, png, bmp and tiff formats
- **Videos** - Hiperwall can play digital QuickTime movie files
- **Streaming content** - Hiperwall can play live content from digital cameras and playback devices
- **Senders** - Hiperwall can display real-time replicas of the screen display of any network attached computer, allowing that PC to "send" its screen to the wall

Lastly the Hiperwall system allows for Content Control. The Hiperwall system allows you to control how each of the content types listed above is displayed on the Hiperwall video wall display.

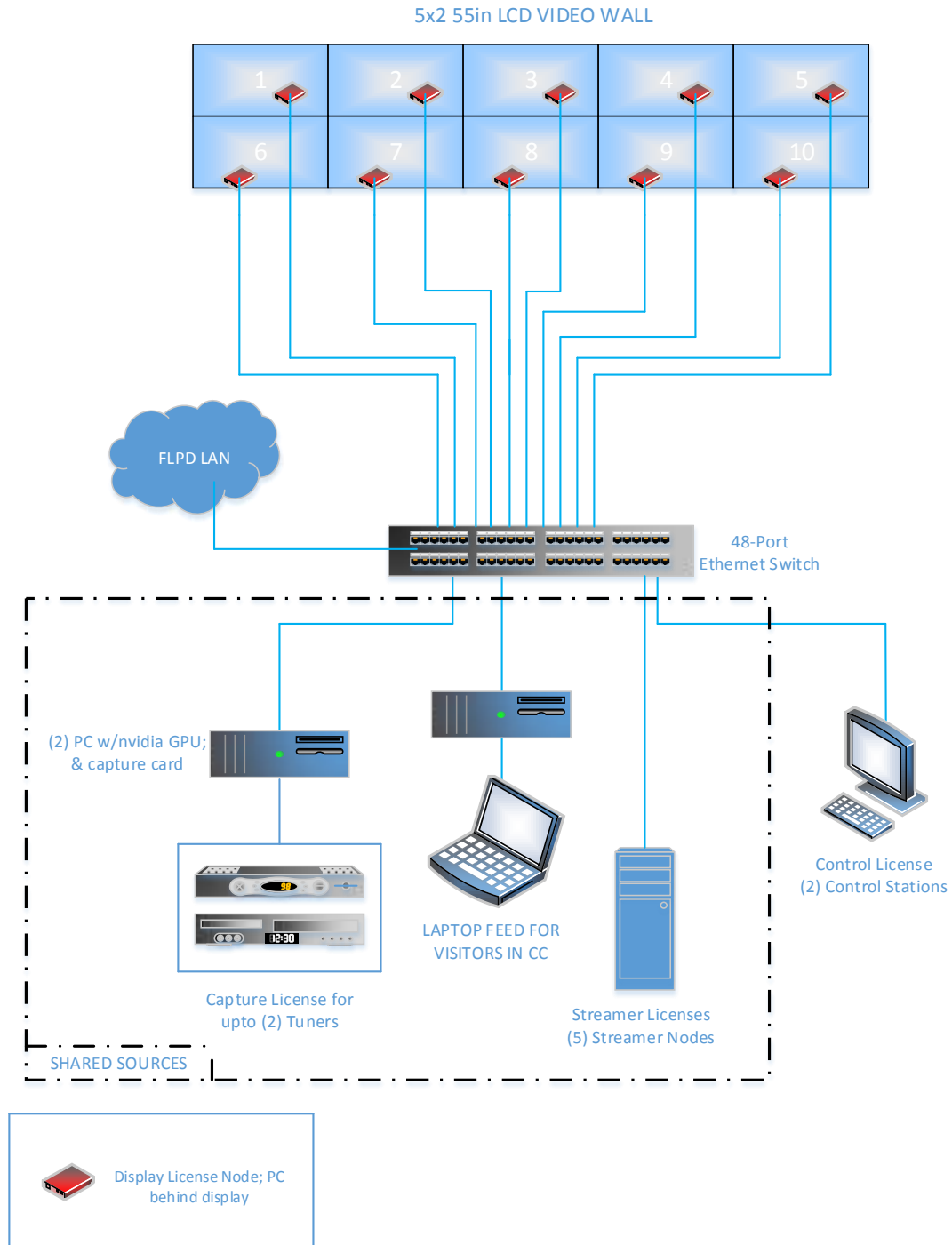
- **Location** - Move any piece of content to any location on the video wall
- **Size** - Resize any piece of content to any size.
- **Rotation** - Rotate any piece of content to any orientation
- **Cloning** - Multiple copies of any content can be displayed simultaneously on multiple locations on the wall. Each clone can be independently sized, positioned, rotated and colored.

FLPD Video Wall -1



Video Distribution System

FLPD Video Wall -2



Video Distribution System

AUDIO SYSTEM

CRG is proposing a high quality audio system to provide program audio reinforcement of the audible information relating to the applications running within the space. The audio system shall consist of a digital signal processor (DSP) with line level inputs / outputs. A new overhead loudspeaker system will be utilized for general broadcasts of alarms and audible information relating to applications running on the OFE workstations.

❖ **The Ceiling Speakers will be procured separately by the City of Fort Lauderdale.**

CONTROL SYSTEM

An integrated media control system shall be provided to simplify control over the entire system variables. Control functions initially shall include:

- System power
- Switching and routing of data / video sources
- Recalling display wall presets
- Audio volume control

The primary user interface for the control system shall be an executable file, location to be on the operator's workstations. The front end interface to these control points shall be a graphical user interface (GUI) that will be custom designed based on the specific requirements of FLPD personnel. The interface shall be simple and intuitive in its operation.

GOVERNMENT FURNISHED EQUIPMENT

EQUIPMENT RACK

An EIA/TIA compliant equipment cabinet(s) shall be provided to house all of the proposed A/V equipment. The equipment cabinet shall be placed within the designated equipment room and sufficient rack space shall be provided to house the equipment proposed within this document. AVI-SPL will provide the miscellaneous rack hardware needed to furnish a clean and efficient rack.

NETWORK SWITCH

A network switch minimum of 48-ports will need to be provided.

COMPUTER WORKSTATIONS

Operator workstations and source content computers shall be provided. CRG will provide the PC minimum requirements on a separate document.

BREAK OUT ROOM

CRG is proposing an AV solution to utilize in the break out room. CRG is proposing a 55in Samsung LCD Display to be mounted on the wall utilizing a full tilt mount. The LCD will have a horizontal speaker bar mount beneath for room audio. The room will integrate a feed from the command center to show any source from the video walls. CRG is also proposing a ClickShare wireless presentation system that users that use to share their laptops to the 55in display. The system will come with two (2) USB Buttons. CRG is proposing a table top 5in Touch Panel to allow the uses to select whether they would like to view a feed from the command center or their laptops, as well as control the audio system.

- ❖ **This item will be procured separately by the City of Fort Lauderdale.**



Figure 1: CLICKSHARE DEVICE AND USB BUTTONS

TECHNICAL FURNITURE

An EIA/TIA compliant equipment cabinet(s) shall be provided to house all of the proposed A/V equipment. The equipment cabinet shall be placed within the designated equipment room and sufficient rack space shall be provided to house the equipment proposed within this document.

- ❖ **This item will be procured separately by the City of Fort Lauderdale.**

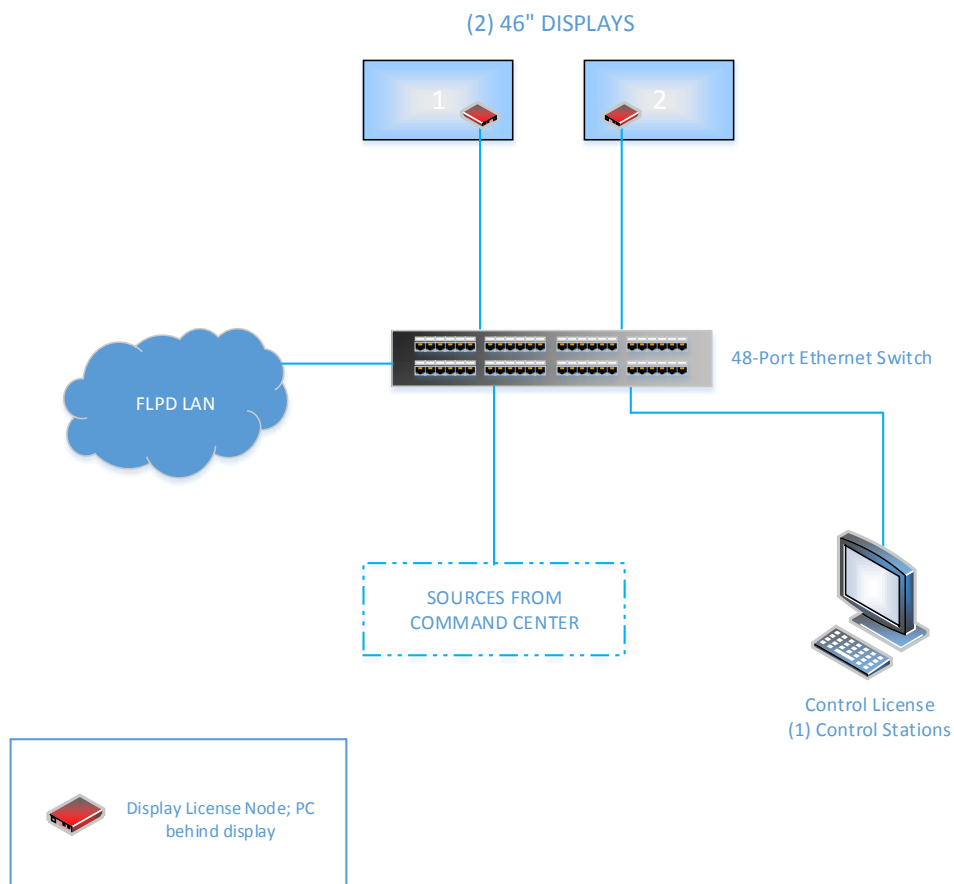


Figure 2: CONSOLES AND CHAIR

E-232 CONFERENCE ROOM

The conference room on the second floor will be tied to the command center to receive content. The room will consist of two (2) OFE LCDs to display the content. This room will consist of a 5in control touch panel to route sources from the command center to the displays. The room will also include an overhead audio system, which includes ceiling speakers. Please see Diagram below...

FLPD E-232 CONF RM

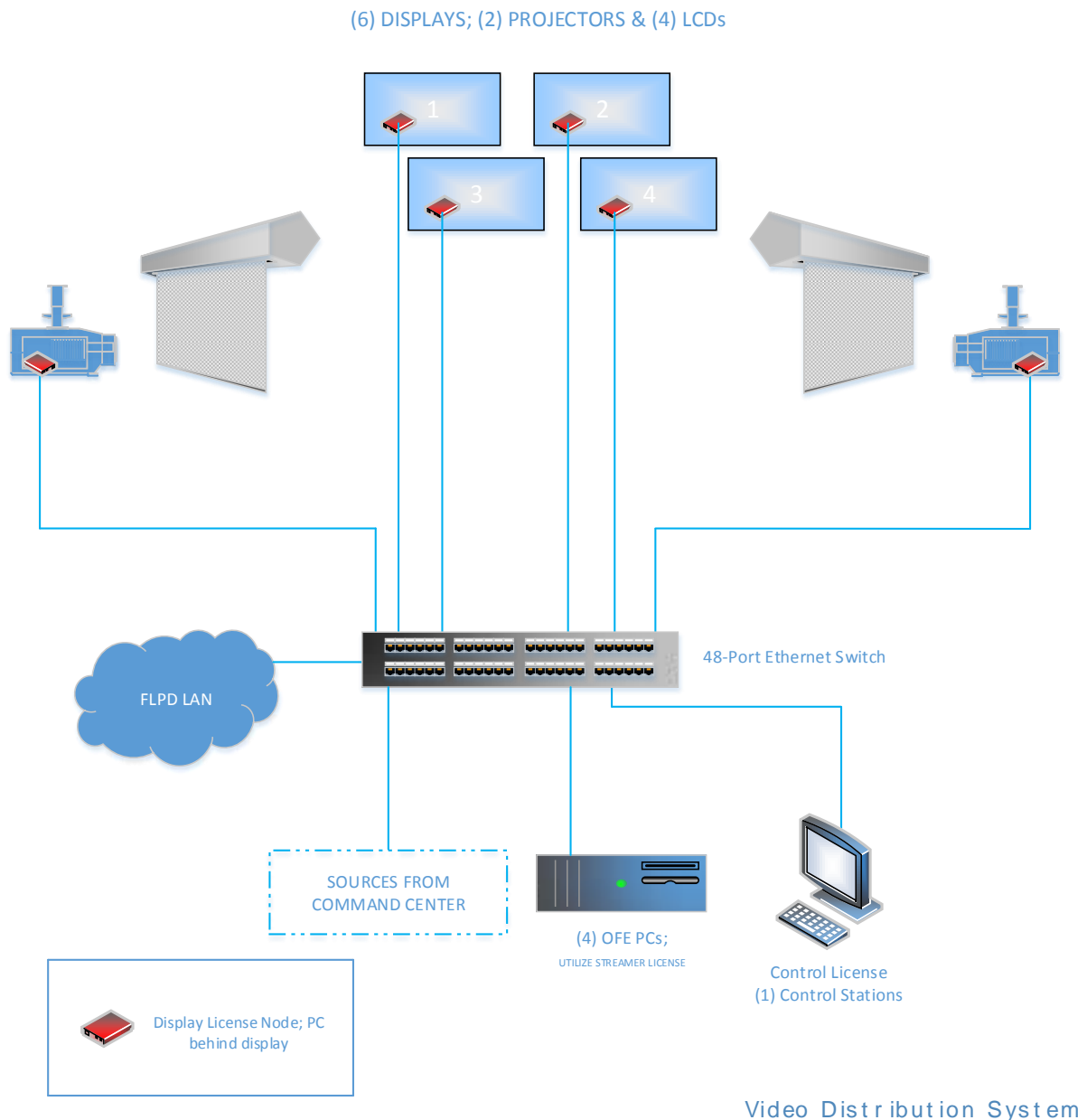


Video Distribution System

CLASSROOM

The classroom on the second floor will be tied to the command center to receive content. The room will consist of four (4) OFE LCDs and two (2) OFE Projectors to display the content. This room will consist of a Hiperwall Control Station to route sources from the command center to the displays. The room will also include an overhead audio system, which includes ceiling speakers. Please see Diagram below...

FLPD 2ND FLOOR CLASSROOM



PROJECT ASSUMPTIONS AND NOTES

PROJECT INCLUSIONS

The following items are INCLUDED in the project scope of work:

- All equipment and accessories as defined by the equipment list.
- Equipment Racks and all cable pulls are assumed to be within a 500ft range.
- Non-union labor associated with turnkey engineering, installation, programming, testing and training.
- Documentation package including installation CAD diagrams and Manufacturer's Operation manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- User training on system operation.
- Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.
- Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

PROJECT EXCLUSIONS

The following items are EXCLUDED from the project scope of work:

- The procurement of all equipment and accessories as defined by "Appendix C". These items have been identified as Open Market and will need to be procured separately by the City of Fort Lauderdale.
- All conduits, any AC power panels, breakers, relays, boxes, receptacles, etc. required to provide any related electrical work including but not limited to 110VAC receptacles, conduit, core drilling, raceway and boxes.
- Any network equipment and backbone cabling required for IP connectivity for this solution
- Permits (unless specifically provided for elsewhere in the contract)
- Rough-in, bracing, framing or finish trim carpentry for installation
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required
- Owner furnished equipment or equipment by others that is integrated into the systems (as described above) is assumed to be readily available, current, industry acceptable, and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- All of the systems that will be required to provide content into the Hiperwall solution are assumed to be installed, in working order, and on FLPD's current network. If these conditions are not met, additional charges may be incurred.

SCOPE OF WORK

1. Provide, Install, Integrate, and Program one (1) 6 x 2 large overview display video wall options comprised of twelve (12) displays.

Note: Any and all reconstruction of the designated wall in the Control Room, including framing, drywall, paint, low-voltage conduit, cabling, and high-voltage electrical work is to be provided by the Owner at the Owner's expense.

2. Provide, Install, Integrate, and Program one (1) 5 x 2 large overview display video wall options comprised of ten (10) displays.

Note: Any and all reconstruction of the designated wall in the Control Room, including framing, drywall, paint, low-voltage conduit, cabling, and high-voltage electrical work is to be provided by the Owner at the Owner's expense.

3. Provide, Install, Integrate, and Program one (1) 55" Samsung LED-LCD display.

Note: Any and all reconstruction of the designated wall in the Control Room, including framing, drywall, paint, low-voltage conduit, cabling, and high-voltage electrical work is to be provided by the Owner at the Owner's expense.

4. Provide, Install, Integrate, and Program the Hiperwall Distribution System
 - a. Six (6) Control Node Licenses.
 - b. Thirty-One (31) Display Licenses.
 - i. Ultra-Thin PCs to mount behind displays will be procured separately by the City of Fort Lauderdale.
 - c. Seven (7) Streamer Licenses.
 - i. Capture Card for the Streamer PC will be procured separately by the City of Fort Lauderdale
5. Provide, Install, Integrate, and Program the Audio System (as specified)
6. Provide, Install, Integrate, and Program the Control System (as specified)
 - a. xPanel to be included
7. Install, Integrate, and Program the ClickShare System (as specified)
8. Install, Integrate, and Program Owner Furnished Equipment
9. Provide System and Equipment Training
10. Provide all equipment documentation (manuals and installation drawings)

Note: Some items that are needed for a fully functional system will be procured separately by the City of Fort Lauderdale. AVI-SPL will install, integrate and program the complete system once all equipment is procured.

GSA EQUIPMENT & LABOR COST TABLE

Command Center 6x2						
QTY	MFG	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	NOTES FOR CLIENT
DISPLAY SYSTEM						
12	SAMSUNG	UD55D	55in NARROW BEZEL LCD [6x2 CONFIG]	\$6,612.80	\$ 79,353.60	GS-03F-0037M (PAGE 831)
VIDEO DISTRIBUTION SYSTEM						
1	HIPERWALL	HW-CTRL	CONTROL LICENSE	\$2,275.00	\$ 2,275.00	GS-03F-0037M (Page 637)
3	HIPERWALL	HW-CTR2	CONTROL LICENSE	\$1,137.50	\$ 3,412.50	GS-03F-0037M (Page 637)
13	HIPERWALL	HW-DISP	DISPLAY LICENSE	\$1,137.50	\$ 14,787.50	GS-03F-0037M (Page 637)
7	HIPERWALL	HW-STRM	STREAMER LICENSE	\$1,137.50	\$ 7,962.50	GS-03F-0037M (Page 637)
AUDIO SYSTEM						
1	BIAMP	AUDIAFLEXNC	AUDIAFLEX DSP	\$2,198.09	\$ 2,198.09	GS-03F-0037M (Page 430)
3	BIAMP	AudiaFLEX OP-2e CK	IP2 Card	\$142.87	\$ 428.61	GS-03F-0037M (Page 430)
3	BIAMP	AudiaFLEX OP-2e	OP2E Card	\$87.49	\$ 262.47	GS-03F-0037M (Page 430)
1	QSC	PLX1104	COMMERCIAL AMPLIFIER	\$548.42	\$ 548.42	GS-03F-0037M (Page 744)
BREAK OUT ROOM						
1	SAMSUNG	ME55C	55in LCD	\$2,159.90	\$ 2,159.90	GS-03F-0037M (Page 819)
Command Center 5x2						
QTY	MFG	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	NOTES FOR CLIENT
DISPLAY SYSTEM						
10	SAMSUNG	UD55D	55in NARROW BEZEL LCD [5x2 CONFIG]	\$6,612.80	\$ 66,128.00	GS-03F-0037M (PAGE 831)
VIDEO DISTRIBUTION SYSTEM						
2	HIPERWALL	HW-CTR2	CONTROL LICENSE	\$1,137.50	\$ 2,275.00	GS-03F-0037M (Page 637)
10	HIPERWALL	HW-DISP	DISPLAY LICENSE	\$1,137.50	\$ 11,375.00	GS-03F-0037M (Page 637)
Classroom						
QTY	MFG	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	NOTES FOR CLIENT
VIDEO DISTRIBUTION SYSTEM						
1	HIPERWALL	HW-CTR2	Control License	\$1,137.50	\$ 1,137.50	GS-03F-0037M (Page 637)
6	HIPERWALL	HW-DISP	Display License	\$1,137.50	\$ 6,825.00	GS-03F-0037M (Page 637)
4	HIPERWALL	HW-STRM	Streamer License	\$1,137.50	\$ 4,550.00	GS-03F-0037M (Page 637)
AUDIO SYSTEM						
1	QSC	PLX1104	Commercial Amplifier	\$548.42	\$ 548.42	GS-03F-0037M (Page 744)
E-232 Conference Room						
QTY	MFG	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	NOTES FOR CLIENT
VIDEO DISTRIBUTION SYSTEM						
2	HIPERWALL	HW-DISP	Display License	\$1,137.50	\$ 2,275.00	GS-03F-0037M (Page 637)
AUDIO SYSTEM						
1	QSC	PLX1104	Commercial Amplifier	\$548.42	\$ 548.42	GS-03F-0037M (Page 744)
LABOR						
HOURS	CLIN	ON-SITE LOCATION	LABOR Category	UNIT PRICE	EXTENDED PRICE	NOTES FOR CLIENT
116	EN02	AVI-Site	Sales Engineer Level II	\$126.00	\$ 14,616.00	GS-03F-0037M (Page 9)
120	PM02	AVI-Site	Project Management Level II	\$96.00	\$ 11,520.00	GS-03F-0037M (Page 9)
88	PR03	AVI-Site	Programmer Level III	\$151.00	\$ 13,288.00	GS-03F-0037M (Page 9)
68	PR04	AVI-Site	Technical Programmer (CAD)	\$76.00	\$ 5,168.00	GS-03F-0037M (Page 9)
32	IN03	AVI-Site	Installation Technician Level III	\$91.00	\$ 2,912.00	GS-03F-0037M (Page 9)
320	G-IN05	Govt-Site	Installation Technician Level III	\$82.00	\$ 26,240.00	GS-03F-0037M (Page 9)
Travel Expenses						
Travel Category				Total Cost		NOTES FOR CLIENT
Hotel				\$ 6,176.47		Total travel expenses necessary for complete turn-key installation and training as outlined in our proposal.
Daily Food Allowance				\$ 1,894.12		
Airfare (Round trip, including baggage and parking fees)				\$ 3,952.94		
Vehicle Rentals				\$ 2,470.58		

FINANCIAL STATEMENT

INVESTMENT SUMMARY

We are pleased to provide the following investment summary for the custom audiovisual solution described in the previous pages of this proposal.

TOTAL EQUIPMENT COST	\$	209,050.93
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Includes: all GSA Procured Equipment, cable, connectors, hardware, cable support, terminal blocks, rack hardware, etc., as specified in the equipment list.

We are providing an equipment list for all Open Market & Crestron items needed for a turn-key solution. These items will need to be procured separately by the City of Fort Lauderdale before we schedule our installation.

Cables & Adapters	\$	16,337.35
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Includes: All cable, connectors, and adapters needed for a complete turn-key system.

PROFESSIONAL INTEGRATION SERVICES	\$	73,744.00
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Includes: Engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

TRAVEL EXPENSES	\$	14,494.11
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Includes: Non equipment or labor costs such as travel expenses, per diem, lift and vehicle rentals in accordance with the Buyers Travel Policy. This is a "not to exceed" cost item.

FREIGHT & BOND COSTS	\$	14,343.77
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Includes all freight & bond costs.

CUSTOMER SUPPORT	\$	46,755.47
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Three Year Customer Care Program- Full system warranty coverage with two preventative maintenance visits per year. Includes 24/7 technical help desk, staffed by AVI-SPL Engineers.

SYSTEM SUB TOTAL	\$	374,725.63
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TAX	As Applicable
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TOTAL INVESTMENT	\$	374,725.63
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Plus Applicable Sales Tax

TERMS AND CONDITIONS

Applicable to all quotations by Audio Visual Innovations, Inc., herein referred to as the "Company" or "Contractor".

1. Acceptance of Terms

This quotation shall not be binding upon the Company until signed by the City of Fort Lauderdale, a Florida municipality, ("Buyer" or "City"), and accepted in writing by a duly authorized representative of the Company. Any modification, addition to, or waiver of any of the terms and conditions of this quotation shall not be effective unless in writing and signed by an authorized representative of the company, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Company. Buyer's receipt of the Equipment shall constitute assent to all terms and conditions contained herein. No relaxation, forbearance or indulgence by the Company in enforcing any of the terms and conditions of this agreement or the granting of any time to any other party shall prejudice or restrict the rights and powers of the Company hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

2. Delivery

The company will use its best efforts to deliver the Equipment, herein defined as the total deliverable as defined in the quotation, in accordance with the Buyer requested delivery date subject to receipt of all necessary information from Buyer. Shipping dates are approximate only, and the Company shall not be liable for delays or for failure to manufacture due to causes beyond its reasonable control or due to compliance with any government regulations.

Any delay shall extend delivery dates to the extent caused thereby. The buyer shall have no right to cancel or rescind this agreement by reason of an excusable delay as defined herein, and shall accept such delayed performance by the company. The Buyer's receipt of the Equipment shall constitute a waiver of any claims for delay.

3. Payment Terms

Unless otherwise specified herein, the total price of any Equipment ordered shall be paid as follows: 70% after delivery at Buyer and within forty-five days following Buyer's receipt of proper invoice; 30% after completion or first beneficial use and within forty-five days following Buyer's receipt of proper invoice. Equipment is sold F.O.B. destination, Buyer to pay all shipping charges. If this quotation covers equipment for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Company shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control.

4. Buyer In Arrears Or Default

In the event Buyer is in arrears with any payment whatsoever due from it to the Company at any time whatever, whether in respect of the purchase price or any other amount due from the buyer to the Company under the

terms of this agreement, the amount in arrears shall bear interest in accordance with the Florida Local Government Prompt Payment Act without prejudice to any relief and remedy available to the Company.

5. Title, Risk of Loss

Title to the Equipment shall pass to Buyer upon delivery. Risk of loss or damage to the Equipment or any part thereof shall pass to the Buyer upon delivery.

6. Installation & Site Preparation

Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company's trained technical employees. The Company shall be entitled to employ sub-contractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for engineering supervision of installation.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to Buyer's approval or disapproval, and indemnify and hold Buyer and Buyer's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to Buyer's prior written approval, which approval Buyer may revoke at any time.

The Company shall coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Company's work in progress is impeded by other trades and/or contractors (excluding the Companies own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges including labor, travel in accordance with the Buyer's Travel Allowance and Subsistence Policy and reasonable expenses may result.

The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the company's instructions, including the requirements specified in the quotation. In no event shall the Company be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications.

The Buyer shall provide the Company with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Company with free access to the installation site during Buyer's regular business hours for the purpose of preparation for installation.

Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Equipment and the premises where the Equipment shall be situated.

7a. Warranty

In the event the Equipment is in any way misused or altered or is repaired by someone other than a representative of the Company, which within the sole judgment of the Company results in an adverse effect, including effects upon performance or reliability of the Equipment, the warranty and the Company's obligations hereunder shall terminate without notice to Buyer.

7b. Warranty Service – Chargers

Warranty service will be provided in accordance with the Company's standard service terms. Where such terms are inconsistent with the terms herein, the terms herein will govern.

Unless otherwise specified, each installation/system carries a ninety-day warranty covering defects in the installation portion of the sale. Components and materials carry the manufacturer's warranty as described below, which may be greater than the ninety-day listed above. The Company will attempt to reply to warranty service requests received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 9 a.m. to 5 p.m., Monday through Friday, excluding legal holidays.

8. Limitations Of Warranty – Products Of Others

Unless otherwise specified, No warranty whatsoever is provided by the Company hereunder as to products manufactured by other than the Company, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes).

The Company's sole obligation with respect to any material or part identified in the quotation, literature, or specifications furnished to the Buyer as manufactured or supplied by others, shall be to pass on to the Buyer the applicable manufacturer's warranties, if any.

9. Buyer Responsibilities

Buyer or any user of the Equipment shall (i) notify the Company as soon as any unusual operating peculiarity appears, and (ii) operate the Equipment in a safe and competent manner in strict compliance with established safety operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Equipment fails to comply with any of the above-stated conditions, the Company's warranties and its obligations hereunder shall terminate without notice to Buyer.

10. Limitation Of Liability

The foregoing warranties are exclusive and in lieu of all other warranties, whether written or oral, implied or statutory. No implied warranty of merchantability or fitness for a particular purpose shall apply, in no event will the company be liable for any damages, other than the allocable charges paid by the buyer for the equipment, whether direct, indirect, special, incidental or consequential, arising from any warranty claims.

11. Taxes

Any and all taxes levied or based on the prices in this agreement, or the Equipment being sold hereunder, exclusive of any taxes based on net income, shall be added to the selling prices set forth in the quotation unless the Buyer provides the Company with a tax exempt certificate acceptable to the taxing authorities.

12. Choice Of Law And Severability

This agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida. Should any provision of this agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein.

13. Restocking Fees

In the event Buyer wishes to return any Equipment based on reasons outside of the Company's control, Buyer agrees to pay any and all restocking fees.

14. General

The quotation shall be firm for the period shown on the face hereof, subject to withdrawal or change by the Company upon notice at any time prior to acceptance of an order. It supersedes all prior agreements and understandings between the parties relating to the subject matter and is intended by the parties as the complete and exclusive statement of the terms of the quotation and agreement.

15. Public Records

Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Buyer in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the Buyer would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2015), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Buyer, all public records in possession of the Contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Buyer in a format that is compatible with the information technology systems of the Buyer.

16. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes

Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person,
\$500,000 each occurrence
Property damage \$100,000 each occurrence

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per claim

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

17. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

18. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

Approved as to form:

City Attorney

ATTEST:

Audio Visual Innovations, Inc.

By: _____
Print Name: _____
Title: _____

By: _____
John Zettel
President

(Corporate Seal)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by John Zettel as president for Audio Visual Innovations, Inc., a Florida corporation.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

APPENDIX A – PROJECT METHODOLOGY

AVI-SPL is dedicated to providing technically sound, well-integrated, and user-friendly solutions for our client's unique requirements. To that end, AVI-SPL utilizes a six-step process, which ensures seamless communication and transition from project conception to project completion.

The beginning of the process is essential to the success of the implementation and Customer Care Services that ensure acclimation, adoption and continued use of the technology.

The scope of this Design Proposal is summarized in Phases I & II. Phases III – VI outline the process through to completion including implementation of the concierge level service requested by Client.

PHASE I - CONSULTATION

The consultation process is the foundation of the system design and capabilities. During the process, we meet with key personnel to gain a thorough understanding of needs, objectives, and issues:

- Architectural Criteria
- Style of Meeting
- Visual Media
- Computer Display
- Audio Systems
- Audio Conferencing
- Video Conferencing
- Control options
- Static Display
- Supplemental (Multi-room tie-in, connection type, network interconnection, existing equipment)
- Schedule (design/construction documents, construction, AV installation, occupancy)
- Contacts (client, architect/interior designer, general contractor, other)

PHASE II - ENGINEERING & DESIGN

Next, AVI-SPL will appoint a Project Engineer. The Project Engineer will team with your AVI-SPL Account Manager and will follow your project through to completion. During this phase, the information acquired during the needs analysis is developed into a technically sound and functional system design. The Project Engineer, along with your AVI-SPL Account Manager will perform a feasibility study. The study will include an examination of the desired capabilities, architectural, environmental, and technical details of your system. During the engineering and design process, the selection of the appropriate equipment, hardware and software is accomplished. The result of the engineering and design process is a system designed specifically to meet the requirements and environmental conditions that are unique to your application.

The goals for this phase of the project are:

- Verify initial design concepts
- Verify location of all devices
- Validation of the design's performance and concepts
- Provide any value engineering and performance enhancement recommendations
- Convert concept drawings to schematic, "build to" shop drawings
- Submit final shop drawings and hardware list for approval prior to procurement and construction.

The documents created by the Systems Group engineering team include but are not limited to:

- Rack Elevations
- Patch Bay Elevations
- Lighting fixture locations
- Custom assembly details
- Panel details
- Verification of Conduit Requirements
- Verification of Junction Box Requirements
- Creation of Fabrication Documentation including wire numbers
- Verification of Wire Types
- Speaker Cluster Rigging Design
- Creation of accurate hardware/bill of quantities (BOQ) list
- Create cut sheet books for hardware items
- Provide other submittals as required

At the conclusion of Phase II, the project's design is finalized, all areas of system performance have been optimized, and the hardware parts lists, as well as the engineering drawings, are given final approval. The on-site pre-wiring shall immediately begin.

PHASE III: PRE-INSTALLATION

AVI-SPL's senior procurement managers will begin procurement of the hardware required for the system.

Procurement is prioritized between:

- Items immediately required for the initial on site pre-installation by our installation team
- Long lead items
- Custom panels and custom/project specific hardware items
- All other hardware items
- Engineering and development of custom control software

The procurement manager will immediately inform our project manager of any discontinued, new models or upgraded products on the hardware list. In these instances, AVI-SPL will submit cut sheets on any new hardware items for approval and substitution into the system.

The fabrication process begins upon receipt of product. AVI-SPL's fabrication team will utilize the approved engineering drawings to build the systems. All system fabrication work is performed at our fabrication facility.

AVI-SPL's fabrication process includes:

- Quality control inspection of all hardware items prior to integration into the various systems
- Preparation of internal areas of the racks for installation of cabling
- Installation of internal rack power distribution systems
- Installation of hardware into the racks as shown on the rack elevation drawings
- Installation of internal rack wiring
- Verification of internal rack wiring and wire/cable numbering
- Installation of interconnection wiring between the racks
- Testing of individual racks
- Installation of control software
- Testing and operating of multiple racks as a complete system
- "Burn in" quality control testing of multiple racks as a complete audio-visual system
- Initial modifications to show control software
- Acceptance of tested and "burned in" systems by the project manager and senior engineer
- Photographic documentation of racks and other hardware items
- Disassembly of racks in preparation for shipping and palletized as per AVI-SPL's custom shipping standards
- Delivery of the racks to the site via dedicated air-ride trucks

The careful testing and "burn in" of the completed systems in the fabrication shop will prevent the likelihood of discrepancies encountered during the onsite installation and testing. Phase IV: On Site Installation

The onsite installation effort is coordinated by project manager and lead installer. The lead installer will be on site directing the installation teams. Prior to delivery and installation of pre assembled systems, AVI-SPL will field verify conformance of installed cabling and other conditions necessary to assure efficient integration of systems and devices. The team of onsite personnel will vary in number depending on the task requirements for that day. The project manager will determine the correct resources required for the specific installation tasks. AVI-SPL lead installer, project manager, and engineer will carefully supervise our subcontractor. Depending on the required tasks, our daily on-site installation crew will include:

- AVI-SPL Project Manager
- AVI-SPL Lead Installer
- Installation Personnel as necessary
- When required, AVI-SPL will provide:
 - Senior Engineers
 - Field Engineers
 - Supplemental Field Technicians
 - Test and Adjust Engineers
 - Specialty Labor as required

Once the installation is complete, the systems are carefully checked and brought on line. The final phases of the project will begin.

APPENDIX B - WARRANTY STATEMENT

Audio Visual Innovations, Inc., (AVI-SPL) will repair or arrange for the repair of THE COMPANY'S Warranted Covered Equipment as necessary when such repair is due to a MECHANICAL or ELECTRONIC BREAKDOWN for a **Three (3) Year** Agreement Period, subject to the conditions contained herein. **AVI-SPL's** continued adherence to this agreement is subject to the satisfaction of all terms and conditions of this Agreement by the Customer.

All repairs and replacements will be performed with new or remanufactured parts and components as decided by AVI-SPL. All parts or components replaced by AVI-SPL shall become the property of AVI-SPL.

WHAT IS COVERED:

- A. Scheduled Preventive Maintenance (PM): AVI-SPL shall provide two (2) routine preventive maintenance visits, scheduled annually during the Covered Period of this Agreement. During each scheduled Preventive Maintenance (PM) visit AVI-SPL authorized technician(s) shall perform the following services as they relate to the proposed equipment.
- B. Help Desk: AVI-SPL's 24x7 Helpdesk is included with all AVI-SPL Customer Care programs. This service includes unlimited toll-free phone, e-mail, as well as advance parts replacement, real-time trouble ticket tracking and reporting, detailed statements of work, global support in the event of international installations, and service level customization, which can include Time and Materials calls and contracts for onsite work.
- C. Parts Repair/Replacement: All parts required for repair of COVERED EQUIPMENT shall be repaired or replaced at AVISPL's discretion discounted 10% off list price unless CUSTOMER elects to accept optional extended warranty on equipment. If option for an extended warranty is part of the agreement, AVI-SPL will repair any equipment covered under the agreement
- D. Labor for Repair: Telephone support and all on-site labor for repair of COVERED EQUIPMENT shall be free of charge, except as excluded by Article IV of this AGREEMENT. All in-shop labor for repair of COVERED EQUIPMENT shall be discounted 10% off published rates.
- E. Response Time: AVI-SPL agrees to have a technician on the CUSTOMER'S site within 48 hours of a request for service, if such time frame is requested by the CUSTOMER and within the terms and conditions of this AGREEMENT. AVI-SPL agrees to respond to the CUSTOMER'S request for service by telephone within four (4) hours of receipt of the request for service.

WHAT IS NOT COVERED:

- A. Consumables {lamps, filters, etc...}
- B. Failure due to or caused by fire, failure as a result of utility services, failure as a result of poor, unconditioned or fluctuating electrical power, or natural and environmental causes such as earthquake, tornado, lightning, corrosion, flood, or other acts of God, or other causes beyond AVI-SPL'S reasonable control. Failures or faults caused by structural, mechanical, electrical, or plumbing systems or devices not installed by AVI-SPL and not specifically covered under this AGREEMENT.
- C. Failure caused by abuse, misuse, or negligence.
- D. Any consequential or indirect damages incurred or suffered by the CUSTOMER, or for economic loss, including, but not limited to inconvenience, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever, even if AVI-SPL has been advised of the possibility thereof.
- E. Service required diagnosing the CUSTOMER'S complaint, failure or perceived failure if no mechanical or electrical failure was found, or improper operation of COVERED EQUIPMENT.
- F. Damage displays caused by image "burn-in".

Samsung System Warranty

- **Manufacturer is offering a three (3) year warranty on the equipment.**

Hiperwall Software Warranty

- **Manufacturer is offering updates on the licensing for one (1) year from purchase date.**

APPENDIX C – OPEN MARKET & CRESTRON EQUIPMENT LISTS

In this section, we are providing an equipment list for all Open Market & Crestron items needed for a turn-key solution. These items will need to be procured separately by the City of Fort Lauderdale before we schedule our installation.

OPEN MARKET

QTY	MFG	MODEL	DESCRIPTION
MOUNTING COMPONENTS			
22	CHIEF	LSMVU	VIDEO WALL MOUNT
VIDEO COMPONENTS			
31	AVI-SPL	CUSTOM	DISPLAY NODE PC
2	DATAPATH	Vision RGB-E2S	CAPTURE CARDS
NETWORK COMPONENTS SYSTEM			
1	PAKEDGE	SX-24P	24 PORT POE SWITCH
AUDIO COMPONENTS			
14	CRESTRON	EXCITE-IC6	CEILING SPEAKERS
9	BOSE	40274	Companion II Desktop Speakers
BREAK OUT ROOM			
1	CHIEF	LTMU	MOUNT
2	INNOVOX	FP-H1	HORIZONTAL SPEAKER BAR
1	BARCO	R9861008	ClickShare CSM-1 (Small Base Unit and 2 AV Buttons)
1	BARCO	R9861006T	ClickShare Button Tray
24/7 OPERATION CONSOLES			
1	AVI-SPL	CUSTOM	SIX (6) POSITION WORKSTATION (PER ATTACHED SPEC)
1	AVI-SPL	CUSTOM	THREE (3) POSITION WORKSTATION (PER ATTACHED SPEC)

CRESTRON

QTY	MFG	MODEL	DESCRIPTION
CONTROL SYSTEM			
1	CRESTRON	CP3N	3 Series Media Controller
2	CRESTRON	TSW-550-B-S	5in TOUCH PANEL
2	CRESTRON	TSW-550-TTK-B-S	TABLE TOP KIT

APPENDIX D – PURCHASE ORDER PROCESS

1. Create Purchase Order to Audio Visual Innovations, Inc. with the following fields:
 - a. Payment Terms: See Terms and Conditions section of this proposal document.
 - b. Reference:

FLPD Command Center
OPP #: 218391

2. Terms and Conditions: Sign this proposal and include with your purchase order.
3. Scan or Fax the purchase order with signed copy of this entire document to:

Attn: Shane Vega

Fax: (813) 882-9508

Phone: (813) 884-7168

Email: shane.vega@avispl.com

4. Make all payments payable to Audio Visual Innovations, Inc.
5. Payment Information:

<u>Remit Payments To:</u>	<u>ACH Payment Information</u>
Audio Visual Innovations, Inc. PO Box 62251 Baltimore, MD 21264-2251	M&T Bank 900 Bestgate Road, Ste 102 MD1-BG13 Annapolis, MD 21401 Routing/Transit# 021052053 UPIC Account # 47139741