

Action Item #7 – City Administration - AV Quotes for City Hall - Conference Room

The Westfield Public Works Department is recommending the following quote for consideration. This quote is for the purchase and installation of audio/visual equipment in the upstairs conference room the City Hall Building.

The City of Westfield Public Works Department acquired three competitive quotes for this equipment. Below are the vendors and the quoted prices:

Classic Audio Video 1117 North Baldwin Avenue Marion, IN 46952	\$2,929.95
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CIM Audio Visual 4660 Progress Drive Columbus, IN 47201	\$5,495.00
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Digitech Custom Audio & Video, Inc.	\$4,001.86
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The Westfield Public Works Department recommends that the Board of Public Works and Safety authorize the Westfield Public Works Department to execute the agreement with Digitech Custom Audio & Video, Inc for an amount not to exceed \$4,001.86



Proposal

1117 North Baldwin Avenue
Marion. IN 46952

Proposal Date: 4/29/2008

(765) 662-9344 Matt's Cell (765)-661-8101

Bill To:

CITY OF WESTFIELD
MAYORS CONFERENCE ROOM

Description	Est. Hours/Qty.	Price	Total
LG RC797T DVD VCR RECORDER WITH QUAM TUNER	1	299.99	299.99T
VANTAGE POINT CEILING PROJECTOR MOUNT	1	149.99	149.99T
WALL PLATE WITH VGA CONNECTION FOR LAPTOP PRESENTATIONS	1	99.99	99.99T
SONANCE NAV2 INWALL TOUCH PAD CONTROL SYSTEM	1	649.99	649.99T
SONANCE POWER SUPPLY	1	29.99	29.99T
MISC PARTS AND WIRE	1	200.00	200.00T
INSTALLATION SETUP AND PROGRAMMING	1	1,500.00	1,500.00T
		0.00%	0.00
		Total	\$2,929.95

Please feel free to call Matt with any questions. 765-661-8101



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	Brand	Model	Description	Unit	Total
Display Equipment					
1	Sharp	XG-MB65X	OFE		
1	Chief	RPA	Projector Mount OFE		
1	Chief	CMAUSF15	Unistrut Mount - above drywall ceiling	35.00	35.00
Source Equipment					
1	Liberty	WQ106082	Wall plate 2PC, AUD , VID L&R aud	115.00	115.00
1	Extron	26-490-03	VGA & Audio Cable - 12'	60.00	60.00
1	Extron	IN8906	A/V Cable - 3-RCA-RCA - 6'	15.00	15.00
1	RCA	DRC8335	VCR/DVD Combo with ATSC Tuner	260.00	260.00
1	Extron	60-046-03	Distribution amplifier	110.00	110.00
Installation Materials					
1	Misc	Misc	Hardware, cables and connectors	750.00	750.00
CIMAV Labor & Materials					
2	CIMAV	Misc	Engineering	125.00	250.00
4	CIMAV	Misc	Project Management	100.00	400.00
16	CIMAV	Misc	Installation Labor (onsite)	75.00	1,200.00
Control System					
The cost of adding a wall mounted control system to the conference room would add \$2,300.00 to the total listed below for a grand total of \$5,495.00					

				TOTAL	\$3195.00



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Functionality Description / Scope of Work Town of Westfield

SUMMARY

Unless noted on the drawings or here in, CIM AV shall furnish the equipment, accessories and materials listed in the proposal for the equipment as specified. The new system shall consist of the following: Electronics, associated material, hardware and wiring necessary for a complete, satisfactorily installed operating system which meets specified requirements.

1. Functional Description for Training Room

Room Layout

CIM shall remove the projector and projector mount from the IT office in the Police/Fire department building. CIM shall install the customer supplied projector in the Mayor's conference room in Town Hall. CIM shall use new cables and connectors to connect the projector to the new CIM supplied wall plate. The wall plate shall include 2 PC inputs, 1 PC audio input, 1 video input and left and right audio inputs. CIM shall supply a 6' AV cable to connect the CIM supplied DVD/VCR and a 12' computer video cable with audio to connect a laptop computer. CIM shall supply a computer video distribution amplifier to connect a customer supplied PC and monitor. The customer shall supply the furniture for the PC and DVD/VCR.

CIM shall project the image on the existing screen. There is an existing light fixture that will obstruct the image. The Town of Westfield is responsible for having the light fixture removed.

The audio system is limited to the speaker in the projector.

CIM shall have access to the space above the conference room. The projector mounting hardware shall be above the drywall ceiling and secured to the ceiling joists.

2. Scope of Work

The customer shall install power as required. As part of the project coordination CIM Audio Visual's engineer will consult on the location and capacity of power circuits to assure that our portion of this project is completed in an efficient manor. The power connection for the projector and at the equipment rack shall be on the same phase of the same power panel. Failure to do this may result in distortion or noise in the visual or audio information.



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CIM Audio Visual will require exclusive use of the rooms on the date of installation and during the testing of the installation.

Notes:

All labor/installation will carry a one year warranty. The projector will carry a three year warranty and the projector lamps will have a 90 day warranty.

Any asbestos abatement required for mounting of equipment above the ceiling will need to be provided by the owner.

Please pay special attention to the customer responsibilities, assumptions and terms and conditions section of our proposal. Systems where installation and completion of the project will extend over a period greater than 30 days from date of order will be subject to progressive billing.

Town of Westfield's Responsibilities

CIM can supply necessary drawings and details for certain items that are better handled by Town of Westfield or others. The cost for these services is **not** included in this proposal.

- Supply and installation of all 115V wiring for AV requirements.
- Supply and installation of any junction boxes, wall boxes, conduits and floor boxes needed for AV connection.
- Supply and installation of all necessary wall backing or structure for plasma, speakers, recessed screens, etc.
- All necessary permits and fees to conform to state and city building codes.
- Telephone and data network for audio or videoconferencing.
- Supply and installation of phone lines, related to connection of video teleconferencing system to Town of Westfield network. Network should be in place and tested one week prior to equipment installation.
- Loading of software of any kind on Town of Westfield's computer(s).
- All labor is priced as non-union.
- Installation of custom RP screens and associated millwork or wall construction, modifications to millwork or installation, unless otherwise noted in the quotation.
- Any modifications to millwork or installation required for installation of audio visual equipment. This includes modifications to provide adequate airflow.
- Any rework of ceiling tiles and grid due to the installation of above ceiling equipment.

Assumptions

- Room Availability – Room(s) in which installation is to be done will be made available for CIM Audio Visual's exclusive use on the day(s) of the scheduled installation. Installations will be scheduled Monday – Friday between the hours of 7:00AM – 6:00 PM.



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- Parking – The customer will provide adequate parking for CIM Audio Visual's vehicle(s) in a location conducive to our access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, the customer will validate the parking ticket for CIM Audio Visual's vehicle(s).
- Merchandise Storage – Once new merchandise sold and provided by CIM Audio Visual for this installation has been delivered to the job site and signed for by a representative of the customer. The customer will assume responsibility for the secure storage of such merchandise until the completion of the installation.
- Existing Equipment Documentation – If this project entails installation and/or re-use of any existing equipment owned by the customer, the customer shall, at CIM Audio Visual's request, provide CIM Audio Visual with any documentation which CIM Audio Visual may require in order to properly install and/or integrate that equipment into the new system. CIM Audio Visual assumes no liability for this equipment.

TERMS AND CONDITIONS

1. PAYMENT TERMS: See the proposal footer for specific terms. Subject to credit approval, the Purchaser shall pay within 30 days of invoice date. Systems orders are subject to a down payment with order. Systems where installation and completion of the project will extend over a period greater than 30 days from date of order will be subject to progressive billing. In such cases, CIM AV will invoice for equipment received and assigned to the project. If requested, each invoice will be accompanied by an affidavit stating that the said equipment is on-hand, insured, and that it will not be used for any other purpose. Progressive invoices will be due and payable according to our normal credit terms.

2. PREVAILING TERMS AND CONDITIONS: The terms and conditions of this Agreement, and the terms and conditions contained in any Appendices to this Agreement, together form the entire purchase order. Request for quotation, acceptance, or other purchasing documents concerning Products which are inconsistent with, different from or in addition to the terms and conditions of this Agreement are void. In the event of a discrepancy in unit and extended pricing, the unit price will prevail.

3. APPROVAL OF ORDERS: This Agreement and all Purchaser purchase orders for Products under this Agreement are subject to acceptance by CIM AV including, if appropriate, approval by CIM AV Credit Department. Upon notice by CIM AV, Purchaser will furnish CIM AV such financial information as CIM AV may reasonably request for this approval. CIM AV may, in its sole discretion, cancel this Agreement at any time if Purchaser fails to meet credit requirements established by CIM AV.

4. DELIVERY: Delivery times shown on the proposal are typical for the quoted equipment but may vary due to equipment availability and installation department workload. Relevant information regarding delivery and installation scheduling, if applicable, will be provided to you as soon as we receive it. CIM AV will not be responsible for delivery delays due to product availability or express shipping charges to expedite delivery.

5. TRANSPORTATION COSTS: Unless otherwise provided in this Agreement, the prices for Products indicated in this Agreement exclude all transportation costs, including, but not limited to, freight, insurance and special handling and packaging. CIM AV will prepay these costs and invoice them to Purchaser.

6. TITLE AND RISK OF LOSS: Title and risk of loss of or damages to any Products will pass to Purchaser upon CIM AV's delivery of them to the carrier. All claims for damage to or loss of Products must be made by Purchaser directly to the carrier or the insurance Purchaser.

7. TAXES: The prices for Products indicated in this Agreement are subject to taxes, including, but not limited to, sales, excise or use taxes. Purchaser shall pay all sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of this Agreement. CIM AV will invoice Purchaser for any of these taxes CIM AV is legally obligated to collect from Purchaser.

8. FINANCE CHARGE/COSTS OF COLLECTION: If the Purchaser fails to pay CIM AV for products when due, then in addition to any other remedies available to CIM AV under this Agreement or allowed by law for that default, Purchaser will pay CIM AV an additional monthly financing charge equal to the lesser of: (a) one and one-half percent (1.5%); or (b) the maximum monthly interest rate allowed by law; or any



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amounts past due, chargeable during each month that payment remains outstanding and CIM AV's reasonable expenses of collection, including, but not limited to, attorneys' and experts' fees and court costs.

9. INSTALLATION: If applicable, installation will be performed during our normal working hours, 7:00 a.m. – 6:00 p.m., Monday through Friday unless otherwise noted on the proposal. If installations are scheduled outside of normal business hours due to clients request then those hours will be billed at overtime rates. Installation schedules must be coordinated through our Installation Department. When delivery of all required equipment is confirmed, our Installation Department will contact you to work out a firm installation schedule. If an installation must be re-scheduled at your request, it will be moved to the next suitable opening in the Installation Department schedule. If upon arrival on the scheduled installation date CIM Audio Visual is prohibited from working in the rooms the purchaser will be responsible for all costs associated with rescheduling.

10. CHANGES/RETURNS: Due to the custom nature of Audio and Video equipment, customer-requested changes or changes to design once equipment is on-hand or in transit, may result in re-stocking charges to the Purchaser. Re-stocking charges will be assessed at the rate of 20% of the original purchase price. Any changes to the agreed-upon scope of work defined in the proposal must be authorized in writing and will result in additional charges. These charges will be accomplished via a change order that must be completed and signed by both parties before any equipment or labor is provided as a result of the change in scope of work.

11. WARRANTY: CIM warrants the system or systems it designs, sells, and installs to be free of defects in materials and workmanship for a period of one (1) year from the date of Substantial Completion. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. If during that time, the system fails to perform as specified due to defective materials or workmanship, CIM will correct the problem at no additional charge. Owner's sole remedy for defects in workmanship in the system CIM designs, sells, and installs shall be limited to repair and/or replacement. CIM is not responsible for the condition or functionality of Owner's existing equipment.

All equipment contained in this system comes with complete manufacturers' warranties against defects in parts and workmanship. Our warranty covers repair and replacement of all hardware on a "return to factory" basis. CIM AV makes no warranty regarding the equipment used in the system, and does not assume any manufacturer's warranties for such equipment. **Please note:** CIM will assist Owner in obtaining cure under manufacturers' warranties for system equipment for a period of one (1) year from the date of Substantial Completion at no cost to the Owner. However, without any further extended warranty contracts, service visits, manufacturers repair fees, shipping charges and bench time will be billed at the prevailing labor and travel rates. Service Agreements are available through the CIM AV Service Department.

Limitations: This warranty does not apply to any appearance items of the product or to any product the exterior of which has been damaged or defaced. This warranty does not cover failure due to system or product misuse, abnormal service or handling, removal of customer's media or replacement, improper operation, system alterations or modifications from CIM's design or construction, or failure to maintain or use equipment in accordance with manufacturer recommendations. This warranty does not cover damage caused by fire, smoke, water, lightning, electrical surges or other damage caused by weather, natural disaster, or any outside forces. This warranty does not cover service calls that are the result of the mis-adjustment of the system or the connection of Owner's equipment to the system. This warranty does not include maintenance activities such as re-convergence of projections systems, re-programming of control systems or the replacement of projection lamps or other expendable items. CIM is not responsible for "image burn" as a result of prolonged periods of static images being displayed on certain devices.

The duties of CIM are limited to those expressly stated in this Agreement. CIM MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ON THE SYSTEM OR ANY PARTS OR SERVICE RENDERED HEREUNDER. CIM SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF BUSINESS OPPORTUNITIES OR LOST PROFITS, DIRECTLY OR INDIRECTLY ARISING FROM THE PURCHASER'S DIFFICULTY WITH OR INABILITY TO USE THE SYSTEM, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT.



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

13. BONDING: If required CIM AV can provide performance bonding for work covered within this proposal. Cost for such bonding will be added to first progress invoice.

14. ENTIRE AGREEMENT: This Agreement and Appendices to this Agreement supersedes, terminates and otherwise voids any and all prior written and/or oral agreements between the parties with respect to Products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on Attached Schedules, Proposal Summaries and/or Change Orders are by this reference incorporated in this Agreement. CIM Audio Visual's quotation will prevail over the clients Purchase Order.

Rvised on 03/27/08

Sales Consultant: Vicki Perry
Account Manager

Please sign below to indicate acceptance of Terms and Conditions.
Signature will also indicate purchase approval.

Accepted By: _____

Print Name & Title: _____ Date: _____

FOB: Origin – Customer will be invoiced for all freight charges.

Delivery: Stock – 60 days - CIM is not responsible for delays in product delivery.

Payment Terms: Net 30 Days with approved credit

Sales Tax: Will be added and remitted unless Tax Exempt Certificate accompanies purchase order

Digitech Custom Audio & Video, Inc.

Audio / Video System Agreement



Client: City of Westfield
 Project Location: 130 Penn Street
 City, State: Westfield, IN

Date: 5/22/08

<u>Room</u>	<u>Mfr.</u>	<u>Model #</u>	<u>System Item Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Subtotal</u>	<u>Labor</u>
Conference Room	Client	Owned	Sharp Projector XG-MB65X	1	\$0.00	\$0.00	
Conference Room	Peerless	PRSUNV	Projector Mount	1	\$282.00	\$282.00	
Conference Room	Client	Owned	7' Wide 4:3 Manual Pull Down Screen	1	\$0.00	\$0.00	
Conference Room	Client	Owned	Wall Mounted CRT Television	1	\$0.00	\$0.00	
Conference Room	Peerless	EXT018A	Mount Extension	1	\$38.00	\$38.00	
Conference Room	Peerless	ACC550	Ceiling Plate	1	\$48.00	\$48.00	
Conference Room	Sony	SLVD380P	Black VHS/DVD Combo, Line In Recording	1	\$92.00	\$92.00	
Conference Room	Sony	STRDE197	2 Channel Stereo Receiver	1	\$142.00	\$142.00	
Conference Room	Universal	MX900	PC Programmable IR/RF Remote Control, Easy To Read LCD Screen With Back Lighting	1	\$441.00	\$441.00	
Conference Room	Universal	MRF260	RF Base Station For Universal Remote Controls	1	\$147.00	\$147.00	
Conference Room	Niles	AVDA3	Audio/Video Distribution Amplifier	1	\$140.00	\$140.00	
Conference Room	Panamax	M8EX	8-Outlet Surge Protector	1	\$58.00	\$58.00	
Conference Room	B&W	CCM616	2-Way, In Ceiling Speaker 6.5" Glass Fiber Bass Driver And 1" Soft Dome Tweeter	2	\$123.00	\$246.00	
Conference Room	B&W	CPMKC6	New Construction Bracket For CCM65, CCM616 CCM626, 636, CCM646, CCM746	2	\$25.00	\$50.00	
Conference Room	Mid. Atl.	BRK20	20-Space 18" Deep Rack With Black Laminate Finish	1	\$204.00	\$204.00	
Conference Room	Mid. Atl.	RKW	Wheel Kit For BRK Series Rack	1	\$49.00	\$49.00	
Conference Room	Mid. Atl.	U3	3-Space Rack Shelf	1	\$71.00	\$71.00	
Conference Room	Mid. Atl.	U4	4-Space Rack Shelf	1	\$79.00	\$79.00	
Conference Room	Ixos	XFA02200B	Standard 2M Audio Interconnect Cable	1	\$20.00	\$20.00	
Conference Room	Misc	Materials	Digitech PC Wall Plate	1	\$99.00	\$99.00	

Conference Room	Wire	RGBP	Bulk RGB Cable (FT) Plenum Rated	35	\$4.25	\$148.75	
Conference Room	Wire	RG6QP	Aluminum Shielded, 75-Ohm, Coax RF Cable (FT) Plenum	105	\$0.95	\$99.75	
Conference Room	Wire	2CP	2 Conductor 16 Gauge Cable (FT) Plenum	70	\$0.48	\$33.60	
Conference Room	Misc	Materials	Connectors, Fittings, Terminators...	1	\$37.00	\$37.00	
Various	Install	Labor	Installation Labor	20	\$65.00		\$1,300.00

Subtotal: \$2,525.10

Digitech Custom Audio & Video, Inc: _____ Date: _____

Tax: \$176.76

Labor: \$1,300.00

Purchaser Signature: _____ Date: _____

Total Investment: \$4,001.86

Notes / Special Concerns: Labor is a best guess estimate. The actual labor will be reconciled on your final invoice. Electricians to locate 120v recepticals behind all TV locations prior to beginning of installation. Digitech will provide IP network camera info to IT technician for setup of local PC's.

Payment Terms: 80% at acceptance of proposal and final payment of the contract balance due upon completion of your system installation. Digitech will not commence the next phase of installation prior to payment being received for prior invoices.

- Additional Terms:**
- 1) Installation will not commence until initial payment has been received.
 - 2) Client authorizes Digitech to install the system on the premises and to make any necessary inspections or tests. The system shall be installed in a workmanlike manner in accordance with Digitech's standard installation practices. Client agrees to cooperate with Digitech and to provide reasonable access to the premises for installation, testing, and/or service work. Client agrees to not intentionally deny reasonable access or delay or impede the installation.
 - 3) The system shall remain the property of the Seller until fully paid for in cash, and the Purchaser agrees to perform all acts necessary to assure the retention of title to the system by Seller. Should Purchaser default in any payment for the system or part, then Purchaser authorizes and empowers Seller to remove the system in whole or in part from the premises. Such removal, if made by Seller shall not be deemed a waiver of Seller's rights to damages Seller sustains as a result of Purchaser's default, and Seller shall have the right to enforce any legal right or remedy. Furthermore, the Seller shall be in no way responsible to restore the premises to their original condition.
 - 4) Should the Purchaser fail to pay any charges herein when due, the Purchaser shall pay to the Seller, in addition to any other remedies which Seller may have against Purchaser, interest thereon not to exceed the highest rate allowed by law, from the date payment is due until payment is made. Purchaser agrees to pay all reasonable costs of collection, including, but not limited to, reasonable attorneys fees and costs.
 - 5) In the event of installation delays which are beyond the Seller's control (backordered equipment, construction delays, etc.) Seller may, at their discretion call for payment of all work performed and equipment delivered, making appropriate adjustments for undelivered goods or unperformed work.
 - 6) Risk of loss of the system, or any part of the same, shall pass to the Purchaser upon delivery to the premises of such system or part.
 - 7) Seller reserves the right to not continue installation work prior to receiving full payment (within terms) of outstanding invoices.
 - 8) Payment for the balance due on the original contract and any related change orders is due upon final equipment installation. Service and warranty issues related to the installation do not relieve the Purchaser of their responsibility to remit full payment within the terms stated herein.