

City of Gahanna
 Laurie Gadwin - Mayor
 200 South Hamilton Road
 Columbus, OH 43230

Project: Council Chambers
Quote: 0012037
Terms: TBD
Shipping: Prepay and Add

Item	Qty	Manufacturer	Model #	Description	Unit Price	Total Price
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STS # 800821

Section Scope of Work: Council Chambers

Install (4) PTZ cameras in council chambers: 2 above entryway and 2 on corners of back wall - out of view of front cameras.

These will provide complete coverage of the chambers, regardless of configuration.

Camera shots will be automatically switched based on who is speaking - all done in the 1 Beyond Automate VX Pro. VX Pro will provide a USB output (via SDI) of the auto-switched camera feed and in-room audio to an owner-furnished PC/Laptop which will launch a video conference. VX Pro will also provide an SDI feed to the existing Granicus system, which will be moved to a rack room on the 2nd level.

Existing audio (10 wired and 8 wireless mics, plus program) will input into new TesiraServer for AEC and Dante output to AutomateVX Pro.

1 or 2 new projectors will be installed, as well as 1 or 2 new screens. If the dual option is chosen, the resulting image will be smaller than what is currently in place. If the single option is chosen, one large retractable screen will be installed centered above the dais.

10 dais displays will be removed, and council members will use their iPads or tablets to view projected content, via Modena Hub. This will also allow them to share content from their devices, up to 4 at a time.

New digital video matrix switch will handle switching of existing Doc Cam, laptop, Modena Hub, and new HDMI wall plate, installed below dais for use with existing lectern.

Switcher will feed AutomateVX Pro for streaming content, new projector(s), and Modena Hub.

System will be controlled via switcher's built-in control module, and new 15" table top touch panel. Control should have camera preset override for user to take manual control, if desired, as well as video matrix routing functions, and existing controls.

Projection Option 1: Dual Screens - This option will result in slightly SMALLER screens than what is currently in place.

1	2	Da-Lite	21904V	Da-Snap screen, 16:10, 113" D, HD Progressive 1.1 with Pro-Trim.	1,462.40	2,924.80
2	2	Panasonic	PT-MZ570LU	5, 500lm, WUXGA resolution, LCD Laser Projector, No Lens	4,983.13	9,966.26
3	2	Panasonic	ET-ELW20	1.2-1.7:1 zoom lens	1,944.58	3,889.16
4	2	Chief	RPMA302	Projector Mounts	269.00	538.00
5	1	Extron	60-1437-51	DTP HD DA4 4K 330 HDMI to Four Output DTP DA - 330 feet	2,321.43	2,321.43

Projection Option 2: Single Retractable Screen

6	0	Panasonic	PT-MZ670LU	Native WUXGA LCD laser projector w/o lens - 6500 lumens	5,599.00	0.00
7	0	Panasonic	ET-ELW22	Short throw lens	2,865.00	0.00
8	0	Chief	RPMA302	Projector Mounts	269.00	0.00

Continued

Item	Qty	Manufacturer	Model #	Description	Unit Price	Total Price
9	0	Da-Lite	21774	Tensioned Advantage Deluxe Electrol - 16:10 Wide Format Projection Screen: Viewing Area 87" x 139" , Diagonal 164"	7,521.60	0.00
10	0	Extron	60-1491-52	DTP T HD2 4K 330 Long Distance DTP Transmitter for HDMI with Input Loop-Through	635.71	0.00
Wireless Video Distribution						
11	1	Biamp	MODENA HUB	Wireless presentation hub	1,142.86	1,142.86
12	1	AJA	U-TAP HDMI	USB 3.0 Powered HDMI Capture Device	323.44	323.44
Auto-Switching Camera System						
13	1	1 Beyond	1BSRAM-VXP	Automate VX Pro system with 2 PTZ-IP20 cameras and accessories.	15,995.00	15,995.00
14	2	1 Beyond	1BCAPZ-I30	PTZ-IP30 - High-quality PTZ IP camera with HD-SDI output and 30x zoom	2,995.00	5,990.00
15	1	1 Beyond	1BSRAM-OPS	For Automate, priority remote installation assistance and training provided to installer and end-user with remote access like WebEx or Team Viewer.	3,500.00	3,500.00
16	1	AJA	U-TAP-SDI-R0	HD/SD USB 3.0 capture device for Mac/Windows/Linux with 3G-SDI input. Bus powered, no driver software necessary.	345.00	345.00
17	1	Luxul	AGS-1016	AV Series 16-Port Gigabit Rack Mount Switch	240.00	240.00
18	6	Luxul	XPE-2500	Luxul PoE Injector	50.00	300.00
Audio						
19	1	Biamp	TESIRA SERVER-IO	BiAMP Tesira DSP server with up to 48 channels of I/O, 1 DSP-2 card (2 additional DSP-2 cards can be added) no AVB-1 network card	4,800.00	4,800.00
20	5	BiAmp	TESIRA SEC-4	Tesira 4 channel mic/line input card with acoustic echo cancellation per channel	530.00	2,650.00
21	1	Biamp	TESIRA SOC-4	BiAmp Tesira 4 channel mic/line output card	230.00	230.00
22	1	Biamp	TESIRA DAN-1	BiAMP Tesira 64x64 Dante™ module for use in SERVER or SERVER-IO chassis	1,055.71	1,055.71
Video Switching						
23	1	Extron	60-1368-12A	DTP Crosspoint 84. 8 x 4 matrix switcher w/IPCP processor stereo audio, LL UI Upgrade	6,585.71	6,585.71
24	1	Decimator Design	MD-LX	Decimator MD-LX HDMI/SDI Bi-Directional Converter for 3G/HD/SD	99.00	99.00
25	1	Extron	60-1421-12	DTP T HWP 4K 231 D HDMI Decora Tx, Black - 230 feet (70 m)	428.57	428.57
Control Panel						
26	1	Extron	60-1790-02	15" Tabletop TouchLink Pro Touchpanel	3,564.29	3,564.29
Maintenance Agreement						
27	1	iVideo Technologies	SILVER_MA	MA Silver - iVideo's silver maintenance agreement includes a preventative maintenance visit and ensures an iVideo technician onsite within 5 days. All audio / video maintenance issues are covered and all minor parts and cabling needed to ensure a working system is included in the contract price. iVideo's Silver MA includes unlimited access to iVideo's 24 x 7 phone and email support system. The maintenance agreement also includes up to two onsite service calls if the remote support cannot resolve the issue.	3,500.00	3,500.00

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Item	Qty	Manufacturer	Model #	Description	Unit Price	Total Price
Addition - Closed Caption Device						
Owner is responsible for Google speech to text subscription fees.						
28	1	Williams AV	CA C3	Real-time AI-based open captioning system. Includes mouse and ADP 018 XLR female to USB Adapter. Includes 8 hours of captioning air time	3,995.00	3,995.00
29	0	AJA	HI-5	HD/SD SDI to HDMI, Includes 1-Meter HDMI Cable.	323.75	0.00
30	1	AJA	HA5	AJA HDMI TO HD-SDI CONVERTER	323.75	323.75
31	1	Middle Atlantic	CFR-12-20	CFR Series Rack. 20" D x 21" H	300.00	300.00

Total Equipment:	75,007.98
Total Labor and Materials:	18,540.11
Estimated Shipping:	1,200.00
Sales Tax:	0.00
Total:	94,748.09

Note: Actual shipping and tax are the responsibility of the purchaser and will be included in iVideo's invoice.

iVideo Technologies' Representative:	<u>Adam Darlin</u>	Date: <u>March 11, 2021</u>
E-Mail & Phone:	_____	
Client Representative:	_____	Date: _____
Purchase Order Number:	_____	

Scope of Work

iVideo Technologies' Responsibilities:

- 1 Contact client and coordinate installation with customer for a 8:00am - 05:00pm, Monday through Friday consecutive time period. All quotes are based on consecutive installation days and scheduling non-consecutive days will result in additional charges.
- 2 Provide installation of iVideo sold components in accordance with manufacturers' recommendations. Installation outside of the manufactures' basic set up must be detailed in the scope of work. Set up outside of a manufacturers' base system will be at additional charges.
- 3 If appropriate, provide in-shop configuration and testing of equipment prior to installation.
- 4 Installation of any iVideo furnished low-voltage cabling at NEC standards. All systems are assumed to be pre-wired by others unless details in the scope of work section.
- 5 Supply all required connectors and terminations following audio / video industry standards.
- 6 Test all iVideo furnished equipment for proper operation as individual items and as a complete system.
- 7 Provide on-site operational orientation for complete system. iVideo's standard operational orientation is for 30 minutes and any time outside of that must be detailed in the scope of work section.
- 8 In addition to scope of work noted above, iVideo will de-commission dais displays and associated cabling.
iVideo will run all connection cabling for AV devices, except for power and internet drops, which will be the responsibility of the owner.
CAT cables used to network AV devices together will be run by iVideo.

City of Gahanna Responsibilities:

- 1 Upon receipt inspect any delivered products and inform iVideo of any freight damage within 24 hours of delivery.
- 2 Provide all required outside sources and configurations including AC power, IT, network, telephony (SIP / VOIP / Etc), cable, satellite etc.
- 3 Coordinate a block of consecutive time for a 8:00am - 05:00pm, Monday through Friday installation.
- 4 Provide iVideo with at least 72 hours' notice for changes in installation dates. Any notice within 72 hours or iVideo's inability to access a site will result in a charge to the Purchaser equal to iVideo's lost time.
- 5 Provide any required rough-in conduits, in-wall boxes, signal path-ways, and in-wall backing. Provide installed equipment with proper ventilation and cooling (HVAC).
- 6 Provide any required permits or licenses.
- 7 Inspect and confirm the good working order of all owner-furnished equipment, media, and software.
- 8 Understands that all change orders will require a written approval from an authorized Purchaser representative as well as an updated Purchase Order.
- 9 Will not install software programs or updates without contacting iVideo.
- 10 Thoroughly inspect iVideo's installation and confirm that the complete system is working within 24 hours of each project phase completion.
- 11 Purchaser is responsible for the repair or replacement of any ceiling work (grids, tiles, drywall, etc), drywall patching, and painting that may need to be altered for iVideo to complete its work.
- 12 Power to rack and projector locations. If retractable screen is chosen, that location will require power.
Provide network drops to rack locations.
If retractable screens are chosen, ceiling work (cutting holes for the screens, any finish work) is owner's responsibility.
Provide any configuration or login requirements for conferencing, streaming, or broadcasting platforms.
Provide scissor lift for iVideo use to access projectors/screens.

Note: The Scope of Work represents the work to be performed by iVideo Technologies and City of Gahanna.

We understand, acknowledge, and accept the above scope of work.

Adam Darlin - iVideo

Date: March 11, 2021

Laurie Gadwin - Mayor - City of Gahanna

Date: _____

Terms and Conditions

The following Terms and Conditions apply to the above quote and the subsequent order. This order means that iVideo and Purchaser have come to a complete agreement as to the list of materials, the costs and in some cases the labor charges as spelled out in this document.

Payment Terms: All orders are cash on delivery unless credit is approved and an open account is established. Open accounts are a courtesy that is available upon the satisfactory completion and review of a credit application. Accounts cannot be opened until iVideo has received written responses to its inquiries. Accounts will have credit limits and specific payment terms as determined by iVideo. An open account is subject to a service charge of 1.5% per month when the payment is 30 or more days past due. iVideo is further entitled to recover from Purchaser all reasonable attorney's fees and costs incurred in collection of any amounts outstanding. There will be a service charge of 10% of the Contract amount if the job is cancelled by Purchaser AFTER the third business day. iVideo may close an open account at any time and at its sole discretion. State and local taxes are the sole responsibility of Purchaser. For purchasers based in the State of Ohio applicable sales taxes will be charged unless Purchaser provides a valid tax exemption certificate prior to the acceptance of the quote by iVideo.

Condition and Purchaser Furnished Goods: All goods sold by iVideo will be new and in factory direct condition. Purchaser will be informed of any non-new conditioned items such as demo, used, returned or opened products. iVideo has no liability or responsibility for product compatibility on Purchaser furnished products.

Warranty: iVideo supports its workmanship for a period of 30 days from the installation completion date ("iVideo Warranty"). In addition, iVideo will pass along any available manufacturers' warranties to Purchaser. During the 30-day iVideo Warranty period, it will facilitate and install products covered under the manufacturer's warranty at no charge. All coverage and assistance outside of this 30-day period requires a maintenance agreement and will have a separate charge. Purchaser acknowledges, agrees, and understands that the only warranty given by iVideo to Purchaser regarding the work is the iVideo Warranty. Purchaser acknowledges that the terms of the iVideo Warranty provide for the manner, performance or quality of the desired construction are clear, specific and sufficiently detailed to establish the only standards of construction. **TO THE EXTENT PERMITTED BY LAW, PURCHASER WAIVES ANY CAUSE OF ACTION UNDER ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONSTRUCTION, IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND STIPULATES THAT SUCH IMPLIED WARRANTIES ARE EXPRESSLY REPLACED BY THE iVideo WARRANTY.** All warranties on Consumer or Manufactured Products (as those terms are defined by Federal law) are assigned, without recourse. iVideo makes no warranties of any kind, express or implied, concerning Manufactured Products and expressly disclaims all implied warranties of merchantability, fitness or use for a particular purpose, and any other warranties to the fullest extent permitted by state or federal law. Notwithstanding anything herein to the contrary, Purchaser agrees that Purchaser has not substantially performed under the Contract unless Purchaser has paid iVideo all sums due hereunder. Further, Purchaser acknowledges that iVideo shall not be obligated to perform any warranty work hereunder until Purchaser has paid the Total Contract Price in full. iVideo shall not be liable for any damages that arise out of the failure to mitigate any damages or perform any warranty repairs that are in any way related to Purchaser's failure to pay timely the Total Contract Price hereunder. Purchaser shall mitigate any warranty conditions or resulting damages that iVideo does not cure under the iVideo Warranty due to Purchaser's failure to pay the Total Contract Price.

Returns: Any equipment returned to iVideo must be approved by iVideo. Standard equipment items returned are subject to a 10% processing fee and may be subject to an additional manufacturer's restocking fee. Products will not be accepted for return without complete, original packaging and must be in new condition. All software sales are final and any custom-built items are not returnable.

Security Agreement: By placing an order the purchaser agrees to iVideo's continued secured interest in the equipment or system until such time as the Purchaser's financial obligation to iVideo is complete. iVideo retains the right to reclaim the equipment or system if Purchaser does not complete their financial obligations.

Shipping and Insurance: All orders are freight on board Cleveland, OH. Unless otherwise state shipping charges and insurance are the responsibility of the Purchaser. The shipping charges shown in the proposal are estimates and can vary from actual charges billed. iVideo reserves the right to insure shipments at the Purchaser's expense. Upon receipt of the item, Purchaser must inspect it for any and all damage incurred during shipping. It is the Purchaser's responsibility to notify iVideo within 24 hours of any shipping damage. iVideo takes no responsibility for damages caused in shipment.

Delays: iVideo is not liable fiscally or otherwise for delays caused by acts of weather, union strikes, civil disturbances, war, manufacturer's product availability, or other issues. iVideo will make its best efforts to make Purchaser aware of any delays. Delays during installation may cause additional labor charges. If an installation is delayed due to conditions outside the control of iVideo, Purchaser will be invoiced for items specifically ordered for the installation and are yet installed.

Installation: Unless otherwise noted in the quote, installation is the responsibility of the purchaser. For quotes that include installation, there will be an additional document Scope of Work that will indicate iVideo and Purchaser's specific responsibilities to the completion of the installation. The Scope of Work is to be signed by Purchaser before the order for installation is processed. Any changes from the Scope of Work requires a Change Order which may cause additional charges to Purchaser.

Business Insurance: All iVideo installation technicians are covered under workman's compensation insurance for the State of Ohio. iVideo is also a Drug Free Workplace. If required iVideo will supply Purchaser with proof of insurance. Any insurance that is required by Purchaser and is not of a type or value currently held by iVideo, the cost of that insurance will be the responsibility of Purchaser.

Validity: The quote is valid for a period of thirty days. After that time iVideo reserves the right to adjust any pricing. For install projects, if the Scope of Work or products purchased changes, iVideo retains the right to adjust the quote accordingly.

Terms and Conditions

Intellectual Property and Coding: The list of materials provide by iVideo constitute a "System" and is the intellectual property of iVideo, including, with limitation, any coding or other work product generated by iVideo in implementing the System. All coding is owned by iVideo and any copies of editable coding are excluded from this sale unless stated elsewhere in the Scope of Work. The quote cannot be shared with persons not employed by Purchaser. By requesting iVideo provide a quote, Purchaser enters into an agreement to bargain and negotiate in good faith. Providing details of the quote with parties outside of iVideo and the Purchaser's organization will constitute a breach of the Contract.

Purchaser Default: Each of the following constitutes an Purchaser Act of Default and a material breach of this Contract by Purchaser for which iVideo shall have the right to terminate the Contract: (1) Purchaser's unreasonably delay of iVideo in the commencement, prosecution, or completion of construction of the Project; (2) Purchaser fails to execute a Change Order required herein; (3) Purchaser fails to reasonably cooperate with iVideo in the selection of materials, coordination of work, and granting access to the Project; (4) Purchaser's voluntary filing of a petition for bankruptcy; (5) Purchaser's failure to pay all or any part of a payment due hereunder, Change Order, or the Total Contract Price when due; or (6) Purchaser's failure to perform any other material obligation contained herein.

Purchaser's Remedies: Purchaser's exclusive remedy due to iVideo's breach of this Contract is limited to the reasonable cost to repair iVideo's defective or substandard work.

Limitation of Claims & Remedies: NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL ANY DAMAGES, INCLUSIVE OF ATTORNEYS' FEES AND COURT COSTS, AWARDED AGAINST iVideo TO Purchaser PURSUANT TO ANY CAUSE OF ACTION EXCEED THE TOTAL CONTRACT PRICE AND Purchaser RELEASES iVideo FROM ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, ADDITIONAL, KNOWING, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, MENTAL ANGUISH, DIMINUTION OF VALUE, LOSS OF USE OR BENEFIT-OF-THE-BARGAIN, FORESEEFABLE OR NOT, ARISING OUT OF OR IN CONNECTION WITH ANY CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT, ANY TORT, OR ANY OTHER BASES OF LIABILITY. ANY ACTION OR CLAIM, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS COVERED BY THIS CONTRACT OR CONSTRUCTION OF THE Project MUST BE BROUGHT WITHIN TWO YEARS AND ONE DAY OF THE DATE THE CAUSE OF ACTION ACCRUES.

Waiver Of Jury Trial: Purchaser AND iVideo KNOWINGLY AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, WAIVE THEIR RIGHT TO JURY TRIAL OF ANY DISPUTE.

Assignment, Conflicts & Invalidity of Provision. This Contract may not be assigned without the written consent of all parties hereto. In the event of any conflict between the Contract Documents and all other documents, the Contract Documents shall control. If any term, provision, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Integration. The Contract Documents constitute the entire agreement of the parties concerning the subject matter hereof, supersede any prior agreement or representations made between Purchaser and iVideo, either written or oral, and may only be modified in writing. This Contract shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, grantees, successors and assigns.

Governing Law & Venue. This Contract and the performance of all the obligations set forth in this Contract shall be governed, construed, and enforced by the laws of the State of Ohio and this Contract shall be performable in the county where the Project is located. The venue for any lawsuit, claim, or arbitration arising out of this Contract shall be in Cuyahoga County, Ohio.

Waiver, Survival and Draftsmen. The terms and conditions contained herein and any attachments hereto may be waived only by written instrument executed by the party waiving compliance, save and except change orders. Any such waiver shall only be effective in the specific instance and for the specific purpose for which it is given and shall not be deemed a waiver of any other provision hereof. The terms and agreements set forth herein shall survive the termination and/or default of this Contract, Substantial Completion, closing, and payment in full of the Total Contract Price. The provisions of this Contract shall be construed without regard to the rule requiring adverse inferences to be drawn against the drafter of this Contract.