

# Retail Sales Agreement



AVI Systems Inc., 27280 Haggerty Road, Suite C-2 Farmington Hills, MI, 48331 | Phone: (248)957-6150, Fax: (248)957-6151

Proposal Number: 796106  
Prepared For: Meridian, Charter Township - HOM-TV  
Attn: Deborah Guthrie

Proposal Date: February 28, 2017

## HOM-TV Inception RFP

Prepared By: John Young  
Phone: 269-674-3121  
Email: john.young@avisystems.com

### BILL TO

Attn: Deborah Guthrie  
Meridian, Charter Township - HOM-TV  
5151 Marsh Rd  
Okemos, MI, 48864  
Phone: (517)583-4380  
Email:  
Customer Number:4597

### SITE

Attn: Deborah Guthrie  
Meridian, Charter Township  
5151 Marsh Rd  
Okemos, MI, 48864  
Phone: (517)583-4380  
Email:

### COMMENTS

### PRODUCTS AND SERVICES SUMMARY

Equipment	\$18,601.23
Integration	\$3,195.86
PRO Support	\$0.00
Shipping & Handling	\$0.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$21,797.09</b>

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

## INVOICING AND PAYMENT TERMS

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Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

## TAXES AND DELIVERY

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Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

## AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

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Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/AVITermsOfSale.pdf) (which can be found at [www.avisystems.com/AVITermsOfSale.pdf](http://www.avisystems.com/AVITermsOfSale.pdf)) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

## AGREED AND ACCEPTED BY

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\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
**AVI Systems, Inc.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## CONFIDENTIAL INFORMATION

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The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
<b>Base Bid</b>					
INC-UPG-EZN-SYS-NEWS-EDU	ROSS VIDEO	EZNews to Inception News Academic Edition - System Upgrade	1	\$4,854.00	\$4,854.00
INC-HW-SERVER-PRE	ROSS	Inception-Server Hardware (Software Preloaded)-Included.	1	\$0.00	\$0.00
INC-SW-NEWS-EDU	ROSS VIDEO	Inception News Academic Edition - Software - Included	1	\$0.00	\$0.00
INC-EXP-USER-EDU	ROSS VIDEO	Inception - Concurrent User (Academic) - Included	10	\$0.00	\$0.00
INC-EXP-USER-EDU	ROSS VIDEO	Inception - Concurrent User (Academic)	20	\$201.44	\$4,028.80
INC-EXP-SOCIAL	ROSS VIDEO	Inception - Social Media Account - Included	100	\$0.00	\$0.00
INC-OPT-ASSIGNMENT	ROSS VIDEO	Inception - Assignment Manager Plugin -Included	1	\$0.00	\$0.00
INC-OPT-CONTACT	ROSS VIDEO	Inception - Contact Manager Plugin - Included	1	\$0.00	\$0.00
INC-OPT-TIMING	ROSS VIDEO	Inception - Timing and Production Cues Plugin - Included	1	\$0.00	\$0.00
INC-OPT-COLUMN	ROSS VIDEO	Inception - User Defined Columns Plugin - Included	1	\$0.00	\$0.00
INC-OPT-PLAYLIST	ROSS VIDEO	Inception - Social Media Playlists Plugin - Included	1	\$0.00	\$0.00
INC-OPT-POLLING	ROSS VIDEO	Inception - Social Media Polling Plugin - Included	1	\$0.00	\$0.00
INC-EXP-MOS-XPNU	ROSS VIDEO	Inception - MOS Device for XPression	1	\$0.89	\$0.89
INC-OPT-CUEIT	ROSS VIDEO	Inception - CueIT MOS Teleprompter Software - Included	1	\$0.00	\$0.00
INC-EXP-MOS-CUE	ROSS VIDEO	Inception - MOS Device for CueIT - Included	1	\$0.00	\$0.00
INC-HW-CUE-HAND	ROSS VIDEO	Inception - Desktop Scroll Controller Hardware for CueIT	1	\$833.26	\$833.26
INC-COM-EZN-ARCHIVE	ROSS VIDEO	Inception - EZNews Archive Conversion	1	\$1,000.00	\$1,000.00 <sup>3</sup>
INC-COM-ONLINE	ROSS VIDEO	Inception - Online Commissioning	1	\$778.37	\$778.37 <sup>3</sup>
INC-TRN-ONSITE-OP-1DAY	ROSS VIDEO	Inception - On-Site Operational Training - 1 Day	3	\$1,551.97	\$4,655.91 <sup>3</sup>
TRAVEL-PRE-001	ROSS VIDEO	Pre Paid Service Expense Trip 1	1	\$2,450.00	\$2,450.00 <sup>3</sup>
<b>Sub-Total: Base Bid</b>					<b>\$18,601.23</b>
<b>Optional Integration</b>					
Engineering & Drawings					\$726.15
Project Management					\$613.85
On Site Integration					\$636.90
Integrations Cables & Connectors					\$275.38
Testing & Acceptance					\$636.90
Travel					\$306.68
<b>Sub-Total: Optional Integration</b>					<b>\$3,195.86</b>
<b>Total:</b>					<b><u>\$21,797.09</u></b>



## SERVICES TO BE PROVIDED

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### INTEGRATION SERVICES

#### INTEGRATION SCOPE OF WORK

**A. SUMMARY:** AVI Systems will install and integrate the Ross Inception News Server System as outlined in their February 15, 2117 RFB. AVI Systems will test operation and coordinate commissioning with Ross Video. Upon completion AVI Systems will coordinate with HOM-TV a one day on-site training session provided by Ross Video.

**B. SYSTEM DESCRIPTION:** AVI Systems will provide one EZNews to Ross Video Inception News System upgrade. This will include all necessary software and hardware.

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

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment \*AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

#### D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

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

- The room(s) match(es) the drawings provided
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work and definable progress, the Customer will be charged a **\$250.00 Mobilization Fee** to offset the lost time due to the lack of readiness. The Mobilization Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are

incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

#### **F. INTEGRATION PROJECT MANAGEMENT PROCESSES**

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

#### **G. KNOWLEDGE TRANSFER (TRAINING)**

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

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

#### **H. AVI SYSTEMS, INC. INTEGRATION SERVICES RESPONSIBILITIES**

AVI Systems, Inc. will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to insure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

#### **I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES**

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems, Inc. personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).



## AVI Systems General Terms and Conditions of Sale

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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



# CHARTER TOWNSHIP OF MERIDIAN

Ronald J. Styka  
Brett Dreyfus  
Julie Brixie  
Frank L. Walsh

Supervisor  
Clerk  
Treasurer  
Manager



Phil Deschaine  
Patricia Herring Jackson  
Dan Opsommer  
Kathy Ann Sundland

Trustee  
Trustee  
Trustee  
Trustee

FEBRUARY 15, 2017

TO: INTERESTED BIDDERS  
FROM: CHARTER TOWNSHIP OF MERIDIAN / HOMTV  
RE: INCEPTION NEWS SERVER, INSTALLATION, INTEGRATION, AND TRAINING

The Charter Township of Meridian desires quotations per the attached specifications for the Inception News Server, Installation, Integration and Training.

Bids should be submitted by 5:00 p.m., local time, Thursday, March 16, 2017 **via snail mail** to:

Deborah Guthrie, Communications Director  
Meridian Township  
5151 Marsh Road  
Okemos, Michigan, 48864

**Bids received later than the stated time can not be considered.**

Bidders must complete a statement of non-discrimination with bids.

Questions regarding the specific requirements should be directed to Lynn Meikle at [Meikle@meridian.mi.us](mailto:Meikle@meridian.mi.us).

The Charter Township of Meridian reserves the sole right to evaluate any and all bids subjectively and objectively, to reject any and all bids, and to act upon all bids in the best interest of the township as determined by its board, commissions, and staff.

5151 MARSH ROAD, OKEMOS, MICHIGAN 48864-1198 517.853.4800

[www.meridian.mi.us](http://www.meridian.mi.us)



**Please fill out the following list of equipment/items requested:**

If there is a substitution, please note reason. Additional information and documentation is welcome.

#	PART #	NAME	QTY	UNIT	EXT.PRICE
1	INC-UPG-EZN-SYS-NEWS-EDU	EZNews to Inception News Academic Edition - System Upgrade	1	\$4854.00	\$4854.00
<p>This bundle provides all necessary software and hardware to upgrade to Inception News Academic Edition from EZNews for academic customers.</p> <p>- Inception News Academic Edition Software - One (1) Inception Server Hardware</p> <p>Note: This upgrade is only available for customers on an active maintenance agreement. Note: This upgrade is only valid for customers who have purchased EZNews software and are eligible for the upgrade program. Note: The maintenance renewal for this system is based on the total list price of the Inception News Academic Edition System Bundle. Note: This upgrade requires at least one day of on-site commissioning (expenses extra). Note: This upgrade requires at least two days of on-site operational training (expenses extra).</p>					
2	INC-HW-SERVER-PRE	Inception - Server Hardware (Software Preloaded)	1	\$0	\$0
<p>The Inception Server hardware is a powerful 1 RU server platform running Windows Server 2012 64-bit. It contains a high performance Intel Xeon processor, 16 GB of ECC memory, dual power supplies, and dual 1TB hard disks in a RAID-1 configuration for ultimate fault tolerance. It is used as a base platform for both Inception software nodes and database systems.</p> <p>- Inception Server Hardware Platform - PowerEdge R320 - 16GB RDIMM, 1333 MT/s, Low Volt, Dual Rank, x4 Data Width - Intel Xeon E5-1410 2.80GHz, 10M Cache, Turbo, 4C, 80W - 1333 MHz RDIMMs - ReadyRails Sliding Rails Without Cable Management Arm - SAS Cable for 3.5" in Hot Plug Chassis - RAID 1 for H710/H310 (2 HDDs) - Dual Hot Plug Power Supplies 350W - Power Distribution Board for Hot Plug Power Supplies - Two (2) 1TB 7.2K RPM SATA 3Gbps 3.5in Hot-plug Hard Drive - PERC H710 Integrated RAID Controller, 512MB NV Cache - On-Board Broadcom 5720 Dual Port 1GBE</p>					



#	PART #	NAME	QTY	UNIT	EXT.PRICE
- Windows Server 2012 64-Bit Operating System - One Year Hardware Warranty  This server comes with Inception software pre-installed as part of a bundle.					
3	INC-SW-NEWS-EDU	Inception News Academic Edition - Software	1	\$0	\$0
Enter the world of idea-centric news production with the most modern newsroom on the planet. Built on a web technology platform with social media integrated right into the core, the Inception News Academic Edition software includes:  - Inception News Academic Edition Software - Ten (10) Concurrent User Licenses - One Hundred (100) Social Media Publication Licenses - Plugins for Facebook, Twitter, YouTube, Flickr, Instagram, RSS, and Mass Relevance - Content Management Plugin for WordPress - Story Centric Workflow to Centralize Stories Across all Platforms - Collaborative Rundown Editing, Timing, and Playout. - Integrated Assignment Manager - Social Media Discovery, Moderation, and Playlists - Social Media Polling for Twitter - MOS Enabled Newsroom Supporting v2.6, v2.8, and above. - Integrated CueScript CueIT MOS Teleprompter Software (Hardware Sold Separately) - Unlimited Ross MOS Devices for XPression, OverDrive, and Streamline - Integrated PostgreSQL Database - One Year of Software Maintenance and Support  Note: This software is only available for registered academic institutions. Note: This software supports a maximum of 90 additional concurrent user licenses (sold separately). Inception News Enterprise Edition is available as an upgrade to increase concurrent user limits beyond this maximum. Note: The non-bundled software-only option requires an equivalent server to INC-HW-SERVER for support. Note: This software requires at least two days of on-site commissioning (expenses extra). Note: This software requires at least three days of on-site operational training (expenses extra).					
4	INC-EXP-USER-EDU	Inception - Concurrent User (Academic)	10	\$0	\$0
One concurrent user license for Inception. The software requires one concurrent user license for every user actively logged into the system at any given time.  Note: This license is available for academic institutions only.					
5	INC-EXP-USER-EDU	Inception - Concurrent User (Academic)	20	\$201.44	\$4,028.80
One concurrent user license for Inception. The software requires one concurrent user license for every user actively logged into the system at any given time.  Note: This license is available for academic institutions only.					
6	INC-EXP-SOCIAL	Inception - Social Media Account	100	\$0	\$0
A license to add a social media account into Inception. The software requires a license for each social media account added for each supported social media destination, in which they desire to publish, monitor, search, or moderate content.					
7	INC-OPT-ASSIGNMENT	Inception - Assignment Manager Plugin	1	\$0	\$0
Support for creating, managing, and delegating an assignment workflow within Inception. Allows users to display list and calendar views for current assignments, attach notes source material, contacts, and other story content, and derive stories from an assignment. Provides notification for pending deadlines and a day-to-day view of outstanding tasks and breaking stories.					
8	INC-OPT-CONTACT	Inception - Contact Manager Plugin	1	\$0	\$0

#	PART #	NAME	QTY	UNIT	EXT.PRICE
Support for creating, managing, and viewing story contacts and groups within Inception. Allows for attachment of contacts to assignments.					
9	INC-OPT-TIMING	Inception - Timing and Production Cues Plugin	1	\$0	\$0
<p>This plugin adds support for calculated timing columns in the Inception running order, as well as estimated script time calculation for broadcast stories. It includes support for forward and back timing, cumulative, over/under timing, and running order layout.</p> <p>It also allows for creation of anchors which can be assigned to scripts, as well as the ability to create and insert production commands into broadcast stories.</p>					
10	INC-OPT-COLUMN	Inception - User Defined Columns Plugin	1	\$0	\$0
<p>Adds support for creating user defined columns in various Inception grids, including running orders, stories, assignments, playlists, and others, depending on which grids are available with your edition of software.</p> <p>Includes many cell formats including checkboxes, dropdown selectors, time and date, users, among others. Adds support for various validators, including minimum and maximum integer values as well as color coding of user created columns.</p>					
11	INC-OPT-PLAYLIST	Inception - Social Media Playlists Plugin	1	\$0	\$0
Social media playlists allow for moderation and curation of content from social media accounts, searches, and RSS feeds. Provides a moderation workflow for content allowing users to drag and drop content from social media sources into a curated playlist, which can then be fed into on-air graphics, content management systems, and other outward facing destinations.					
12	INC-OPT-POLLING	Inception - Social Media Polling Plugin	1	\$0	\$0
Social media polling for Twitter. This feature allows users to engage the Twittersverse, allowing users to vote on specific topics by keyword or hash tag. Polling can be done on a global sample or via a direct engagement with the user. This aggregated poll data can then be used in on-air graphics and other sources.					
13	INC-EXP-MOS-XPXN	Inception - MOS Device for XPression	1	\$0	\$0
Single MOS device license for use with Ross XPression. This is included when the XPression software with MOS Gateway is purchased by a customer.					
14	INC-OPT-CUEIT	Inception - CueIT MOS Teleprompter Software	1	\$0	\$0
<p>CueScript CueIT teleprompter software for use with Inception.</p> <p>A truly operator and production friendly prompting software, CueIT has been developed with a deep understanding of what it is to be a prompt operator. Simplicity of visual content, yet intensely packed with necessary and useful features, all of which can be easily viewed and accessed within the one screen, all while being extremely easy to use and user friendly.</p> <p>Connected via a MOS interface to the newsroom, the prompter will reflect any changes made to the production line up immediately. The CueIT software also supports standalone prompting outside of the newsroom using Microsoft Word documents or text files.</p> <p>This software edition is specifically designed to work with Inception. It will not connect to any third party newsroom systems. Hardware is not included. This software must be run on a system independent of the Inception server hardware. Prompter output is provided via the output card of the PC of which the software is installed, typically VGA, DVI, or HDMI.</p>					
15	INC-EXP-MOS-CUE	Inception - MOS Device for CueIT	1	\$0	\$0
Single MOS device license for use with the included CueScript CueIT MOS Teleprompter software.					
16	INC-HW-CUE-HAND	Inception - Desktop Scroll Controller Hardware for CueIT	1	\$833.26	\$833.26
The CueScript desktop controller allows anchors to control the bundled CueIT teleprompter software from a desktop workstation in the newsroom or control room.					



#	PART #	NAME	QTY	UNIT	EXT.PRICE
<p>CueScript's desktop control device that adjusts the speed and direction of scrolling text on the prompter, featuring quick command buttons that allow navigation around the script and trigger configurable commands. The CSSC control is used by the prompt operator, whose role can be extremely intense and highly pressured. The CSSC was created by focussing on the operator's workflow and the tools they need.</p> <ul style="list-style-type: none"> <li>- Ergonomically Designed to Reduce Fatigue and RSI</li> <li>- Connects via USB to the PC Running CueIT Software.</li> <li>- Ethernet and CAN Bus over Coaxial Cable Connection when Used in Conjunction with the Optional CueB Software Device Interface (Sold Separately).</li> <li>- One Year Hardware Warranty</li> </ul>					
17	INC-COM-EZN-ARCHIVE	Inception - EZNews Archive Conversion	1	\$1000.00	\$1000.00
<p>Migration of EZNews archive data including stories, rundowns, contacts, users, and assignments from an ezNews archive into Inception News. This charge is on a per-archive migration. The EZNews database must be provided to Ross Video no less than one week in advance of the expected migration data for validation. This service will be performed remotely, and a best attempt will be made to match the content noted above to an appropriate format in the Inception database.</p>					
18	INC-COM-ONLINE	Inception - Online Commissioning	1	\$778.37	\$778.37
<p>Online commissioning for Inception Social and select Inception News Academic systems. Four weeks advance scheduling notice is required. Commissioning is online on customer supplied equipment. Customer is responsible for any costs associated with cancellation or rescheduling of online services.</p> <p>Note: Online commissioning is available in place of on-site for MPM-approved Inception systems.</p> <p>Once a purchase order is received, all Ross Video commissioning and/or training services may be scheduled by sending an e-mail request to <a href="mailto:services@rossvideo.com">services@rossvideo.com</a>.</p>					
19	INC-TRN-ONSITE-OP-1DAY	Inception - On-Site Operational Training - 1 Day	3	\$1551.97	\$4655.91
<p>One day of on-site operational training for Inception. Four weeks advance scheduling notice is required. Training is on-site on customer supplied equipment. Training labor is invoiced at time of purchase or upon equipment shipment. Travel and accommodation expenses are extra and charged separately, billed at cost after the completion of visit. Customer is responsible for any costs associated with cancellation or rescheduling of on-site services.</p> <p>Once a purchase order is received, all Ross Video commissioning and/or training services may be scheduled by sending an e-mail request to <a href="mailto:services@rossvideo.com">services@rossvideo.com</a>.</p>					
20	TRAVEL-PRE-001	Pre Paid Service Expense Trip 1	1	\$2450.00	\$2450.00
<p>Expenses related to onsite services. Customer will be billed up-front for estimated expenses associated with travel and accommodation necessary to deliver onsite service. Pre-paid expenses will be invoiced upon confirmation of order.</p>					
<b>Inception News TOTAL:</b>					<b>\$18,601.23</b>

OPTIONAL INTEGRATION:

\$3195.86

**Grand Total: \$21,797.09**

**John Young**

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**Subject:**

FW: non-discrimination clause

## **NON-DISCRIMINATION**

The contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination with regards to employees and applicants for employment. The contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this section shall be regarded as a material breach of this Contract.

*John R. Young*

**John Young**

System Sales Representative

d 269-674-3121

e [John.Young@avisystems.com](mailto:John.Young@avisystems.com)



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