

Magnolia Public Schools

Audit/Facilities Committee Meeting

Date and Time

Tuesday March 8, 2022 at 5:30 PM PST

Location

https://zoom.us/j/92205640153?pwd=cHNIWjlnY0dsQmxDTjZFa0pydzR0Zz09

Meeting ID: 922 0564 0153 Passcode: 013089

One tap mobile: +16699009128,,92205640153# US (San Jose)

All members of the public can participate by calling in using the numbers provided above.

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Members of the public who need special accommodations or translation are strongly encouraged to contact Magnolia Public Schools at least 24 hours in advance of the Board meeting so assistance can be assured.

Any public records relating to an agenda item for an open session which are distributed to all, or a majority of all, of the Board Members shall be available for public inspection. Magnolia Public Schools values public comment during Board meetings. Pursuant to AB 361 members of the public may address the Board during the Public Comment period on the day of the board meeting without the need to complete a public speaker form. We limit individual speakers to three (3) minutes and speakers with interpreters to six (6) minutes. For any questions regarding this meeting email board@magnoliapublicschools.org or call 213-628-3634 Ext. 100.

Audit/Facilities Committee Members Mr. Mekan Muhammedov, Chair Ms. Diane Gonzalez

Dr. Umit Yapanel (alternate)

CEO and Superintendent Mr. Alfredo Rubalcava

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
Opening Items			
A. Call the Meeting to Order			1 m
B. Record Attendance and Guests			1 m
C. Approval of Agenda	Vote		1 m
D. Public Comments			3 m
E. Announcements from CEO & Superintendent and Committee Members			3 m
II. Recommended Action Items			5:39 PM
A. Approval of Purchase and Installation of a Sound System and LED Video Wall Display for MSA-Santa Ana	Vote	M.Sahin	10 m
B. Approval of Purchase and Installation of Three Shade Structures for MSA-Santa Ana	Vote	M.Sahin	10 m
C. Approval to Exercise Option to Extend Due Diligence Contingency Period for Purchase of 7111 Winnetka Avenue	Vote	P.Ontiveros	15 m
III. Closing Items			6:14 PM
A. Adjourn Meeting			1 m

Coversheet

Approval of Purchase and Installation of a Sound System and LED Video Wall Display for MSA-Santa Ana

Section: II. Recommended Action Items

Item: A. Approval of Purchase and Installation of a Sound System and LED

Video Wall Display for MSA-Santa Ana

Purpose: Vote

Submitted by:

Related Material: Sound System and LED Video Wall Display for MSA-Santa Ana.pdf



Facilities

Committee / Board

II A: Recommended Action Item

Agenda Item:

Date: March 8, 2022

To: Magnolia Public Schools ("MPS") Audit/Facilities Committee

From: Alfredo Rubalcava, Chief Executive Officer and Superintendent

Patrick Ontiveros, General Counsel & Director of Facilities

Mustafa Sahin, Project Manager

RE: Approval of Purchase and Installation of a Sound System and LED

Video Wall Display for MSA-Santa Ana

I. Proposed Motion/Recommendation(s)

Facilities Department staff recommends and moves that the MPS Audit/Facilities Committee approve and moves that the full MPS Board of Directors grants approval to the CEO and Superintendent of MPS to sign the agreement with AVI-SPL LLC to purchase and install a sound system and LED Video Wall for MSA-Santa Ana's gym.

II. Background

MSA Santa has a gym, built in 2018 with 5,000 SF. There is no sound system installed in the gym or video capabilities. The school staff desires to install a sound system and an LED wall display because they are needed during sports, as the school is participating in the California Interscholastic Federation ("CIF") league. In addition to the sports aspect of the sound system and video wall its use will facilitate sponsorship opportunities, physical education technology standards described in the California State Standards, MPS wide symposiums, school assemblies, movie nights, and more.

An RFP was also issued for these services (<u>Exhibit A</u>); one quote was received, the team decided to accept the AVI-SPL LLC and LightVu proposal. See (<u>Exhibit B</u>).

III. Budget & Conclusion

The budget implication will be \$118,966.59. MSA-SA has budgeted \$350,000.00 from its ESSER III Expenditure Plan to cover facilities related expenses, including this expense all of which have been incorporated into MSA Santa Ana's Second Interim Report. Staff recommends that the Audit/Facilities Committee approve the proposed agreement with AVI-SPL LLC and LightVu and further recommends that the Facilities Committee request that the MPS Board of Directors take the same action.

March 8, 2022



Exhibit A RFP



MAGNOLIA PUBLIC SCHOOLS

Request for Proposals to Provide an LED Video Wall at Magnolia Science Academy | Santa Ana

Due Date:

February 18, 2022

1.0 INTRODUCTION

Magnolia Education & Research Foundation doing-business as Magnolia Public Schools ("MPS"), a charter school management organization, operates Magnolia Science Academy Santa Ana ("MSA-SA") located at 2840 W 1st Street in the City of Santa Ana. The purpose of this RFP is to solicit bids to build an LED Video Wall inside the gym. Should there be a similar need for any other Magnolia Public Schools (MPS), the approved vendor, the need, and the price will be used.

The locations are shown on Exhibit A.

Site Tour

A site tour will be facilitated.

Proposals Due

Responses to the RFP are due no later than 5:00 PM (PST), Friday, February 18, 2022, to the following individual:

Mustafa Sahin
Facility Project Manager
Magnolia Public Schools
250 East 1st Street
Suite 1500
Los Angeles, CA 90012
msahin@magnoliapublicschools.org
760-587-6031

Questions regarding this RFP may be directed to the individual identified above via email.

Proposal Format:

One (1) electronic PDF copy (by email) of your proposal must be delivered to the person indicated by the deadline stated above. Please endeavor to keep any emailed material to a single manageable file size (at or about 10 MBs) so that it may be easily distributed to the Selection Committee.

Respondents are encouraged to only include information pertinent to the Project and the Selection Committee's ability to select the vendor best suited to successfully complete this job.

Interviews:

Interviews will be held at the discretion of MPS and MSA-SA. Interviews, if any, are expected to be held on February 22, 2022, via Zoom.

If interviews are held, respondents will meet with the Selection Committee for approximately ½ hour to 1 hour. The interview will be an open, unscripted format. Respondents will have 20 minutes to present any information they feel is pertinent followed by questions and answers and general discussion.

Selection Committee:

The Selection Committee will be composed of representatives from MPS and MSA-SA.

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1.1 Timeline

RFP Distributed: February 10, 2022

Proposals Due: February 18, 2022

Interviews, if any (exact date and

time TBD):

February 22, 2022

Selection Announced: February 23, 2022

Contract Execution: ASAP

2.0 PROJECT DESCRIPTION

The Project is to build an LED Video Wall in the gym, including the Content Control Software for Live LED Display Applications and Control room rack for all equipment.

3.0 PROPOSAL FORMAT

Respondent shall format its response as set forth below to facilitate timely review and selection. Please be specific to the RFP, and do not include materials not explicitly requested, such as generic marketing materials.

Your response should include the following:

- Letter of interest
- Name of your company and the individual responsible for the account
- Restate all the requirements of Section 4.0 and provide responses to each

See Section 1.0 for additional proposal format clarifications.

4.0 PROPOSAL REQUIREMENTS

4.1 Vendor Qualifications and Experience

4.1.1 Vendor Description.

Provide a description of your company and why it is qualified to undertake the Project.

Provide the following:

A minimum of three (3) references, including

- (a) name and scope of the project
- (b) client name and contact information
- (c) contract amount

4.1.2 Qualifications and Experience of Key Personnel.

Identify the person(s) that will be principally responsible for working with the MPS and leading this engagement and their qualifications and experience

4.1.3 Insurance.

Provide a description of vendor's insurance coverage.

4.2 Cost

Respondent's proposal should include an overall not to exceed cost and should be broken down in detail. The proposal should also provide a break-down of any and all other costs and fees including, but not limited to, labor, delivery fees, installation fees, applicable taxes, etc.

4.3 Product Information

Respondent will confirm its ability to provide the Project as described above in Section 2.0. Where a respondent believes there are multiple options for the Project, the respondent may provide such alternatives explaining the difference in each alternative and describing the cost differences.

4.4 Warranty Information

Provide a description of the warranty provided for the Project.

4.5 Schedule

MPS and MSA-SA desire to complete this project as soon as possible, please also provide the expected completion of the project.

4.6 Contract

The successful respondent will be required to sign an agreement with Owner in the form of Exhibit B (AIA Document A105-2017). Please provide an affirmative statement of respondent's concurrence or else any changes that respondent desires to make to the form agreement attached as Exhibit B.

5.0 CONTACT

Questions to Owner will be accepted via email by the Facility Project Manager identified above. Answers to questions will be provided to all participants as available.

6.0 RFP/Q EXHIBITS

Exhibit A School Map
Exhibit B Form of Contract

7.0 BID ACCEPTANCE/REJECTION

The Owner reserves the right to reject any or all proposals or cancel the solicitation process at its sole discretion.

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8.0 PROPOSAL VALIDITY

RFP responses shall be valid until execution of a contract, which is expected to occur on or about March 1, 2022. No changes to information received within the Respondent's proposal shall be changed or altered without approval by the Owner.

Exhibit A

School map for the GYM location

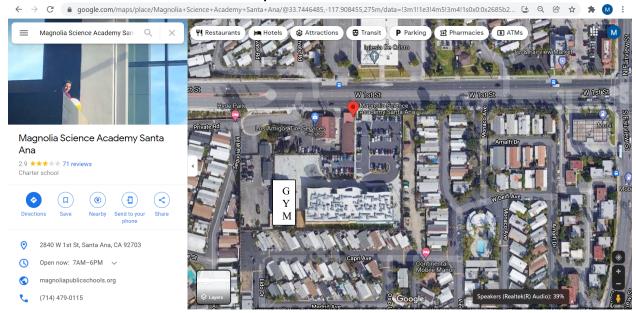


Exhibit B

Form of Contract

(AIA Document A105™-2017

March 8, 2022



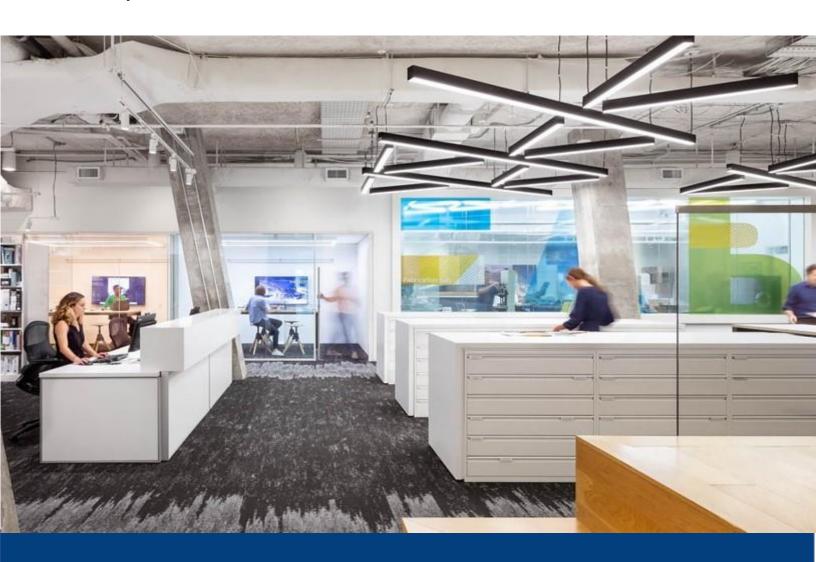
Exhibit B

Proposal



Audiovisual Proposal Prepared for





AVI-SPL LLC

10775 Business Center Drive Ste 150 Cypress, CA 90630 (714) 799-7166 Prepared By:
Jourdan Finch
Jourdan.Finch@avispl.com
(714) 473-8830



AVI-SPL Solution Scope of Work

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions scope of work. The scope of work noted is based on sound engineering principles, reliable technology, and have been formulated specifically to meet your requirements.

Project Overview

AVI-SPL is offering an LED Digital Scoreboard for Magnolia Science Academy. The scoreboard will also double as a digital display capable of showing video content from different video sources. AVI-SPL will provide and install an integrated sound system that consists of line array column speakers and wireless microphones. Control of the system will be done through a Crestron control system with a 7" touch screen.

** Please see the "Environmental Considerations" and "Customer Responsibilities" sections of this document for required room properties and deployment best practices. **

Scope of Work – Hardware Integration

This section describes hardware installation and general functionality or specifications. All equipment provided and installed by AVI-SPL unless otherwise specified.

Display(s)

The following display devices will be integrated into the system:

- A direct view LED video wall system comprised of quantity (9) 58" display panels in a 16:9 landscape aspect ratio. The video wall
 configuration will be 12.6 feet wide by 7.56 feet high. The display shall have a native resolution of 960 x 576 pixels, and
 a manufacturer rated brightness of 1600 NITs. Each panel will provide front accessibility for service.
 - The video wall will be installed in the location specified in the project drawing package.
 - There will be a single video signal routed to the video wall from a source device. This signal will be daisy-chained between displays behind the video wall. This format will support HDCP protected content.

Source Equipment and Interfaces

The following sources will facilitate end user laptop connections:

• 1 HDMI connection(s) located at the wall for laptop connectivity.

The following owner furnished source devices will be integrated into the system:

- An AppleTV, located in the equipment rack.
- A dedicated PC with HDMI output, located in the equipment rack.

Wall plates, cubby ports, and interfaces will be white in color.

Routing and Switching

The following video routing and switching devices will be integrated into the system:

• A presentation switcher located in the equipment rack. The presentation switcher will route all video signals and embedded audio throughout the system.

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Audio

The following audio devices will be integrated into the system:

- A digital signal processor (DSP) will support all audio sources. All microphones used for conferencing shall utilize a dedicated
 acoustical echo canceling (AEC) channel per microphone element in the DSP. See the <u>Conferencing</u> section for more detailed
 information regarding audio or video conferencing.
- 2 Handheld wireless microphone(s). The microphone(s) will be black in color.

Conferencing

The following conferencing devices will be integrated into the system:

No conferencing equipment will be integrated into this system.

Equipment Rack and Accessories

Equipment will be installed in the following locations:

- A wall mounted equipment rack will house all racked equipment. The rack will be located in the adjacent IT room.
 - o AVI-SPL shall provide the required minimum dimensions for the equipment rack.
 - A power conditioner or surge protector will be installed in the A/V rack to protect all racked equipment.

Control System and Accessories

A control processor will be installed to enable various functions throughout the system. Please refer to the <u>Software Integration</u> section for more detailed information about system control.

- The control processor will be located in the equipment rack.
- A wired touch screen interface with a 7" screen size will be located at the table. The touch screen will be black in color.



Scope of Work – Software Integration

A control system will be provided to activate many necessary user needs. This greatly reduces the complexities of operating an integrated A/V system and facilitates greater system utilization and an enhanced meeting experience.

User Experience

Developing a unique system based upon the end users' needs and an understanding of how the space will be utilized has led AVI-SPL to identify three styles of user and room interactions: Autopilot, Co-Pilot, and Pilot. These styles range from the user who wants to use technology transparently, to the person who wants to control every aspect of collaboration. Based on the design requirements, AVI-SPL has selected the following user experience for this room:

Co-Pilot

This is a semi-automated room experience. User interaction is notification based to confirm actions, for example plugging in a laptop for presentation will prompt the user to confirm sharing that content. Use and function for this experience commonly includes spaces designed for general conferencing, schedule meetings, and presentation. A touch interface is required for some aspects of this experience, when one is present it will reflect the current state of the room.

The goal of this automation level is for end users to be able to begin their meeting with a few simple confirmation presses, quickly sharing content or placing an audio or video call.

For more specific information about the chosen automation design and use cases, please refer to the User Experiences section of the AVI-SPL Programming Functionality Statements document.

User Interface

A user interface will facilitate advanced system operation. The following user interface(s) will be used for this system:

- A touch screen graphical user interface design will utilize the AVI-SPL provided Connect layout theme and icon set. Major changes or
 customization to the AVI-SPL provided GUI may require an additional cost. Please reference the user experience document for an
 example layout of the selected theme. Please reference the touch panel narrative for the chosen theme.
 - AVI-SPL will provide the layout and the functionality of each button for each user page of the touch screen to the Customer prior to implementation for client input and final client approval.
- All specified equipment in the proposal will be incorporated into the control system.

As part of the programming process, AVI-SPL will provide the layout and the functionality of each button to the Customer prior to implementation for input and final approval.

Network and Network Security

The integration of Audio-Visual hardware can consist of many different devices and systems, each with varying network requirements, impacts to traffic and routing, and unique management and security processes. AVI-SPL will work with Magnolia Science Academy identified stakeholders to properly assess network requirements and deployment considerations.

AVI-SPL will design the system to meet identified network requirements and will provide construction drawings and a list of devices before installation on site. At the time of installation, AVI-SPL will connect devices according to the documented system design and identified network requirements. The following network design is being followed for this project:

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Client Network

Devices reside on the owner network and installed hardware is configured and deployed within the owner requirements and systems requirements. Common network segmentation may include:

- Grouping devices by traffic patterns.
- Grouping devices for security and safety.
- Grouping devices by traffic types.
- Grouping devices geographically.

** Please see the "<u>Customer Responsibilities</u>" and "<u>Software Licenses and Service Accounts</u>" sections of this document for deployment best practices and installation requirements. Additional information regarding specific applicable processes and procedures can be referenced in the "<u>AVI-SPL Network and Security</u>" addendum to this document. **

Customer Responsibilities

These are items that AVI-SPL is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by AVI-SPL. For a complete list of exclusions, please refer to the Integration Inclusions and Exclusions section of this proposal.

These requirements must be provided by the owner or other 3rd parties and may fall under the responsibility of an Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, Furniture/Millwork Contractor, IT departments, Facilities or Real Estate groups.

- All required backing and any other wall reinforcement required to safely accommodate displays. Any display wall shall be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- All AC power at the equipment locations, including hardwired power connections.
- All required conduit for low voltage cable paths to AV equipment.
- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- All required millwork modifications to tables or other millwork.
- Proper heat dissipation venting for the equipment in this system. Where convection cooling is not possible, a powered venting system with thermostatically controlled quiet fans.
- All required network configuration for any network connection to the client network.
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- Where VoIP is utilized, all required configuration information prior to installation.
- All cable/satellite/over-the-air TV connections and all associated hardware.

Site Readiness

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment.
- The rooms into which the equipment will be installed must be secure.

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- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or
 other services required by the systems and equipment should be fully installed, energized, and configured for use.
- All furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- All telephone, POTS, VOIP, modem, PRI, data, LAN, and telecommunications connections are installed, fully tested, and active.
- Configuration of OFE networks, applications, servers, and services to provide interoperation with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses or account credentials).

Software Licenses and Service Accounts

Supervised or direct access to systems must be provided as needed for a properly provisioned and licensed account where appropriate. Examples include Zoom Rooms activation codes, Microsoft Teams accounts, calendar service account, and more.

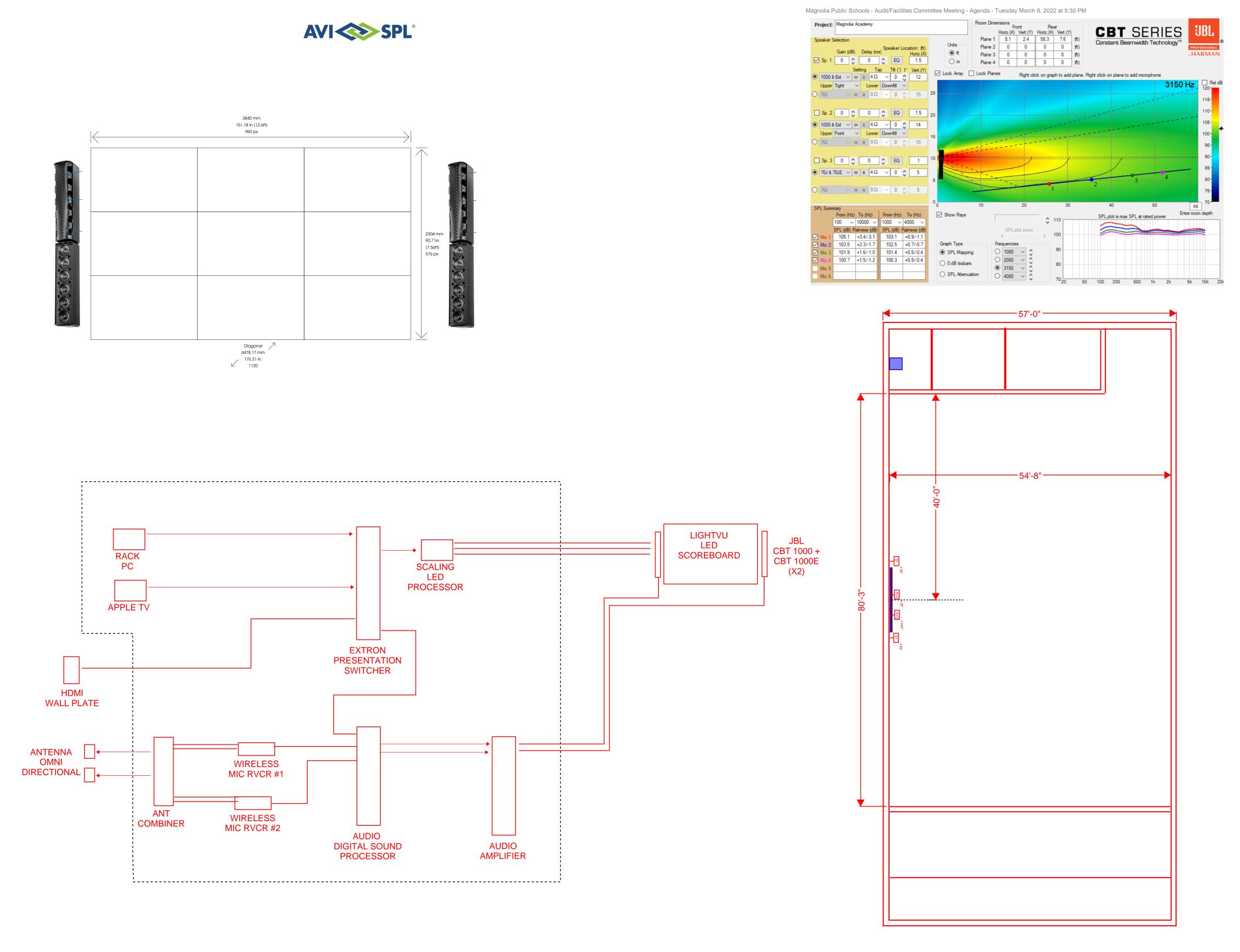
- The customer may decide not to provide credentials to AVI-SPL, and to provision the installed hardware themselves. In this case AVI-SPL will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site.
- If AVI-SPL is unable to properly commission and test the system at the time of installation due to issues with access, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, provided Customer is at fault and approves additional cost in advanced and in writing, scheduling will be done on a best effort basis.

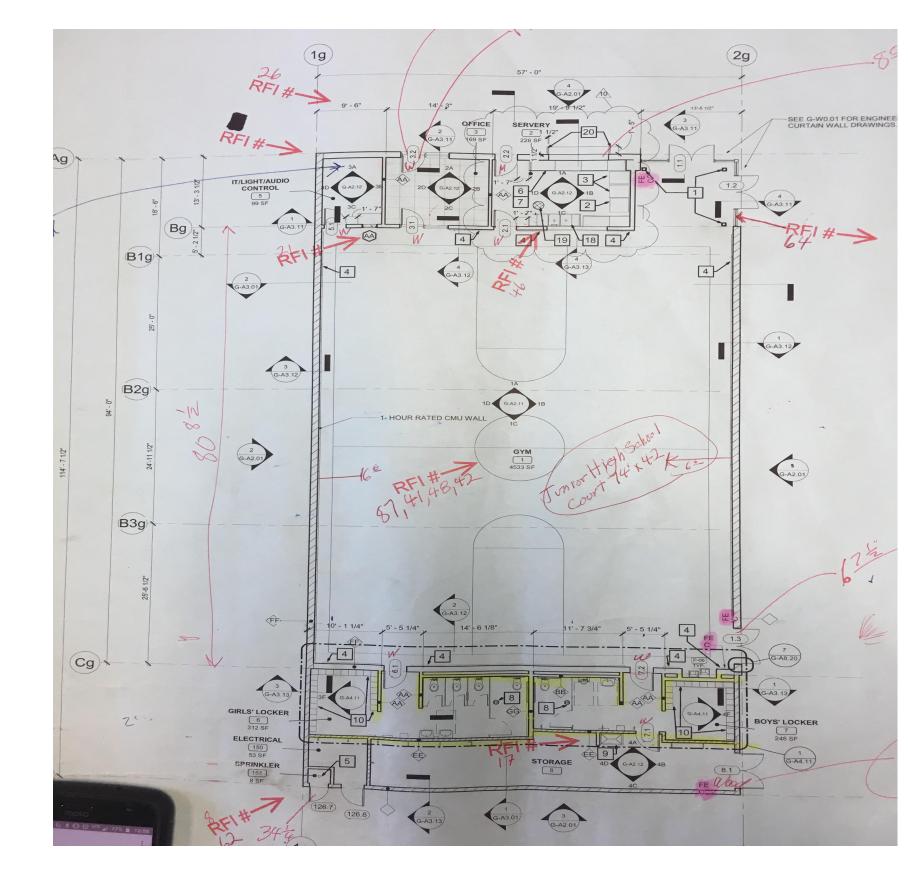
Room Environmental Considerations

To maximize the user experience in a conferencing room, the following parameters should be observed:

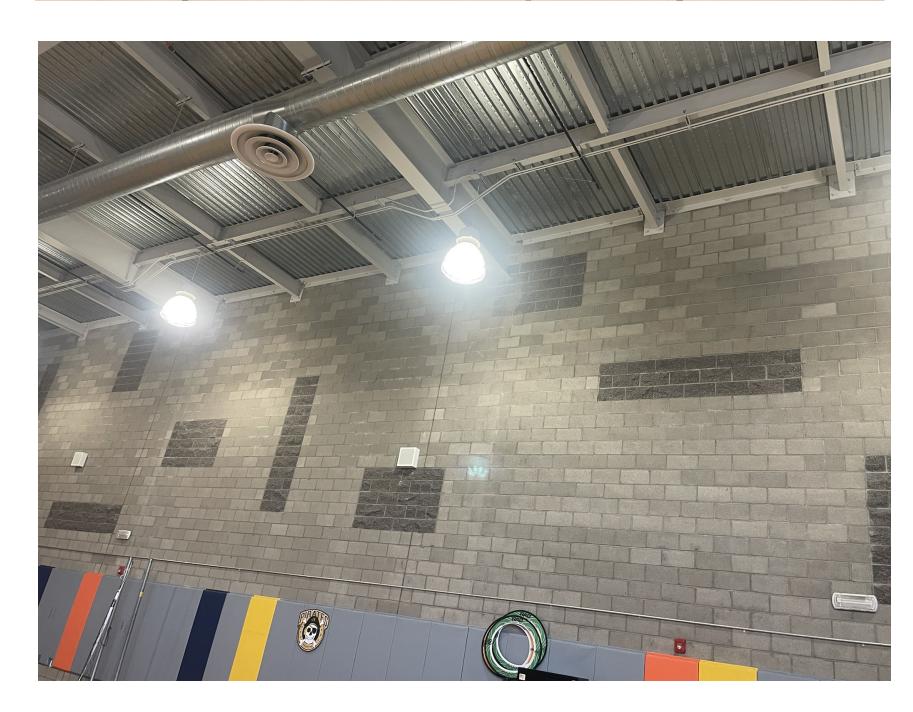
- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems and noises outside the building. Noise levels above this specification adversely affects the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVI-SPL can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 4000 Hz octave bands to provide
 an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room
 (glass, drywall or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is
 advised for rooms with higher T60 levels. If the room requires acoustically treatment, AVI-SPL can provide direction and solutions to
 overcome this issue and enhance the meeting experience for the participants.
- Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.

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Response to Request for Proposal Magnolia Science Academy LED Video Wall

4.1 Vendor Qualifications and Experience

4.1.1 Vendor Description.

Tampa, FL-based AVI-SPL is a communication and collaboration solutions provider for businesses and organizations of all types. Our business is the sale and service of audio-visual, video conferencing, AV networking and control systems, enterprise video and digital content-sharing solutions and products.

Our company is the result of a 2008 merger between the top two system integration companies in North America: Audio Visual Innovations (AVI) and Signal Perfection Ltd (SPL). We have locations throughout North America, Europe and the Middle East. In the recent years, we have expanded our footprint, customer base and capabilities through the opening of our Frankfurt office and the acquisitions of Anderson Audio Visual, VideoLink LLC, Sharp's Audio Visual, Interactive Solutions, Inc., and Digital Video Networks. In 2020, we merged with Whitlock, a leading provider of AV and collaboration solutions. Through our experience and expertise, AVI-SPL provides forward-thinking solutions to the communication challenges of today and tomorrow. We continue to maintain the top position in our industry, completing over 8,000 projects on an annual basis and honoring more than 12,000 service contracts, while earning a reputation as the leader in customer satisfaction.

References

Edmonton Public School Division

Contact: Aaron Muller

Title: Supervisor - Technology and Information Management

Email: aaron.muller@epsb.ca

Phone: (780) 429-8488 **Contract Amount:** \$135,000

Scope: This project included the design and installation of the LED Wall with Shot Clocks for Thelma Chalifoux School in Edmonton, Alberta. The system consisted of an LED video wall, shot clocks and scoreboard software by LightVU. The solution acts both as a display and a scoreboard in the gymnasium for sporting events, presentations and Town Halls. The solution has a protective surface in case of any stay balls or other environmental objects. The full size of the wall is 232 inches diagonally and was installed on a gym wall parallel with the court with the Shot Clocks mounted behind the backboard. The LED wall has a single source from a wall plate HDMI transmitter to the LED processor in the equipment rack. All of the head end equipment will be in a wall mounted rack.

- The LED wall consists of a 4x4 grid of LightVU Aurora P4 58" panels.
- The LED wall was wall mounted and will be fully serviceable from the front.
- A Crestron HDMI receiver will be located in a provided wall mounted rack.



Response to Request for Proposal Magnolia Science Academy LED Video Wall

Sturgeon Public School Division

Contact: Shelley Greenwood

Title: Principal, Lilian Schick School **Address:** 4509-54 Avenue, Bon Accord, AB TOAOKO

Phone: (780) 921-2200 Ext. 1810 Email: sgreenwo@sturgeon.ab.ca Contract Amount: \$48,000

Scope: AVI-SPL will supply and install a new LED Digital Scoreboard into the gymnasium at Lillian Schick School in Bon Accord, AB. The digital scoreboard will be installed onto the wall in the corner of the gymnasium. The scoreboard will be 118" diagonal in size. An HDMI wall plate will be installed near the gymnasium office to allow a user laptop to be presented. A wireless presentation device will be installed in the clients existing equipment rack to allow for wireless presentation from a user laptop. The supplied LightVu Scoreview software will reside on a client supplied, rack mounted PC.

The Grande Prairie Public School Division

Contact: Peter Haiworonsky

Address: 10127 - 120 Avenue, Grande Prairie, AB

Email: Peter. Haiworonsky@gppsd.ab.ca

Contract Amount: \$1,200,000

Scope: The Gym video system will consist of 4 scoreboard LED displays and (2) LED video walls for displaying content. Users will be able to control the scoreboard software which resides on rack mounted PC's in the AV rack room by connecting over Lan through the 2 Lan ports located in the Gym. There will be (2) HDMI wall plates located outside the gym office for connecting video sources. There will be (3) HDMI wall plates located in the Gym office for connecting video sources.





Magnolia Science Academy
LED Video Wall

4.1.2 Qualifications and Experience of Key Personnel.

Jourdan Finch, Account Manager

Jourdan Finch is a graduate of Cal State Long Beach with a BA in Philosophy. Jourdan brings her 9+ years of experience and expertise in selling integrated technology solutions to the education market. Coming from a history of working with educators, her passion is to improve student outcomes and the overall learning experience through innovative educational technologies. She strives to build lasting relationships with her customers and business partners. She believes that listening and asking the right questions leads to delivering curated solutions to meet and exceed her customers' goals.

Fabian Barrera, Design Engineer

Over Fabian Barrera's 15 years in the AV industry, he has become an expert in delivering the design phase of client projects. Fabian meets with clients to understand their desired outcomes so he can design an AV solution that meets their needs. He also works closely with the construction team to ensure projects are properly conceptualized and stay on budget.

Certifications and Education:

- Associates in Science, Computer Aided Drafting and Design, ITT TECH, West Covina
- CTS
- Dante Certified Level 1
- Crestron NVX Design certified
- Extron AV Associate

Steve Ornelas, Project Manager

Over Steve Ornelas' 32 years in the AV industry, he has successfully managed the project needs of federal and local government agencies, commercial businesses, and education customers. Steve believes in the project management processes and has always excelled at managing turmoil. His strengths include construction management, subcontractor management, regional installation and service management, internal and external client relations. labor force management, training of subordinates and peers. Steve approaches each project by learning how the client expects the system to work and making sure this coincides with the contract verbiage. He then works diligently to meet the understood scope of work expectations in a timely manner and per the client's timeframe. Having knowledge of the system's functionality helps Steve communicate unforeseen issues that may arise and offer solutions to the client to work through these problems.



Magnolia Science Academy LED Video Wall

4.1.3 Insurance

A	CORD* CI	ED.	TIF	ICATE OF LIA	BII I	TV INSI	URANC	F		MM/DD/YYYY)
_								4/17/2022		6/2021
	HIS CERTIFICATE IS ISSUED AS A I ERTIFICATE DOES NOT AFFIRMATI									
В	ELOW. THIS CERTIFICATE OF INS	URA	NCE	DOES NOT CONSTITUT						
	EPRESENTATIVE OR PRODUCER, AN						* DDITION			
	MPORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject									
th	is certificate does not confer rights t	o the			uch end	dorsement(s		·		
PRO	DUCER Lockton Insurance Brokers, LLC				CONTAI NAME:			I EAV		
	777 S. Figueroa Street, 52nd Fl. CA License #0F15767				(A/C, No	. Extl:		FAX (A/C, No):		
	Los Angeles CA 90017				E-MAIL ADDRE					
	(213) 689-0065				BUCHDE			SDING COVERAGE		NAIC# 38911
	INSURER A : Berkley National Insurance Company 38911 NSURER B : Federal Insurance Company 20281									
147	4013 Audio Visual Innovations (AVI)							Company of Minneso	a	31003
	Signal Perfection Limited (SPL)				INSURE	RD:				
	6301 Benjamin Rd, Suite 101 Tampa FL 33634				INSURE	RE:				
					INSURE	RF:				
	VERAGES AUDFI01 CER HIS IS TO CERTIFY THAT THE POLICIES			NUMBER: 1737061		N ISSUED TO		REVISION NUMBER:		XXXXX ICY PERIOD
IN	DICATED. NOTWITHSTANDING ANY RE	QUIF	EME	NT, TERM OR CONDITION	OF AN'	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPE	CT TO	WHICH THIS
	ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH							D HEREIN IS SUBJECT TO	O ALL	THE TERMS,
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8	
Α	X COMMERCIAL GENERAL LIABILITY	N	N	TCP 7015801-11		4/17/2021	4/17/2022	EACH OCCURRENCE	\$ 1,00	00,000
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$ 1,00	00,000
	X Contractual Liab							MED EXP (Any one person)	\$ 15,0	
								PERSONAL & ADV INJURY	,	00,000
	POLICY X PRO- POLICY X JECT X LOC							GENERAL AGGREGATE	,-	00,000
	POLICY X JECT X LOC							PRODUCTS - COMP/OP AGG	\$ 5,00	00,000
A	AUTOMOBILE LIABILITY	N	N	TCA 7015963-11 (MA)		4/17/2021	4/17/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1.00	00,000
	X ANY AUTO	-	-	` ′				BODILY INJURY (Per person)		XXXXX
	X AUTOS ONLY SCHEDULED							BODILY INJURY (Per accident)	\$ XX	XXXXX
	AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)		XXXXX
	X Comp Ded \$1,000							Coll DED	\$ 2,00	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE	N	N	TCP 7015801-11		4/17/2021	4/17/2022	EACH OCCURRENCE		000,000
	DED X RETENTIONS \$0							AGGREGATE		000,000 XXXXX
С	WORKERS COMPENSATION		N	TWC 7015802-11		4/17/2021	4/17/2022	X PER OTH-	* ^^	
-	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE 7 / N			1WC /013802-11		4/1//2021	4/1//2022	E.L. EACH ACCIDENT	\$ 1,00	00,000
	OFFICER/MEMBER EXCLUDED? N	N/A						E.L. DISEASE - EA EMPLOYEE	\$ 1.00	00,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT			
A B	Auto Liability (AOS) XS Liability	N	N	TCA 7015962-11 (AOS) 9365-0662		4/17/2021 4/17/2021	4/17/2022 4/17/2022	\$1,000,000 CSL Any/Own \$15,000,000 Ea Occ/Agg	ed/Hire	1
_	,									
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedul	le, may be	attached if more	e space is requir	ed)		
Au	to (AOS) \$1,000 Comp Ded, \$2,000 Coll De	d						,		
CE	RTIFICATE HOLDER				CANC	ELLATION	See Atta	chmant		
CEI	CERTIFICATE HOLDER CANCELLATION See Attachment 17370617									
	Evidence of Insurance							ESCRIBED POLICIES BE C		
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ACORD 25 (2016/03)

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LED Video Wall

4.2 Cost



Investment Summary

Signed

Prepared For:	Spencer Solomon		Prepared By:	Jourdan Finch	
	Magnolia Science Academy		Date Prepared:	01/25/2022	
	2840 W 1st St		Proposal #:		
	Santa Ana, CA 92703-4102		·	02/25/2022	
				,,	
Total Equipme	ent Cost				\$79,688.30
	onnectors, hardware, switches, relays, terminal blocks,	panels	, etc., to ensure cor	mplete and	
Professional I	ntegration Services				\$23,998.00
checkout, owner	ring, project management, CAD, on-site installation and training, etc. performed on the Owner's premises. Also iring, programming, warranties, etc., some performed a	o inclu	des all fabrication, r	-	
Direct Costs					\$588.24
Includes non equ	ipment or labor costs, such as travel expenses, per dier	n, lift a	and vehicle rentals		
General & Ad	ministrative				\$2,280.34
Includes all G & A	A expenses: vehicle mileage, shipping and insurance, as	applic	able		
Services - Roc	om Support and Maintenance				\$4,849.62
Includes post-ins	tallation support and maintenance options selected for	· instal	ed rooms		
			Subtotal		\$111,404.50
			Тах		\$7,562.09
			Total		\$118,966.59
* ANY and all applicable taxes will be included upon invoicing					
Purchase orders should be addressed to AVI-SPL LLC					
	Due to global semiconductor ("chip") shortages and supply chain o	4:		is nuonosal may shouse	

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Printed

Date



Room Summary - Gymnasium System

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		DISPLAY SYSTEM			
LIGHTVU	LIGLV2149	DIGITAL SCOREBOARD- AUTORA P4 176" DIAG WI WALL MOUNT & HD2 AURORA FLAT WALL MOUNTING SYSTEM & 5% SPARE PARTS	1	\$47,510.26	\$47,510.26
LIGHTBU	LIGMISCH	MISC BRICK MOUNTING HARDWARE	1	\$3,733.33	\$3,733.33
		PRESENTATION SYSTEM			
OFE	OFE	CLIENT FURNISHED PRESENTATION SOURCE WITH HDMI OUTPUT (Owner Furnished Equipment)	1	OFE	OFE
EXTRON ELECTRONICS	EXT60142152	TRANSMITTER,LONG DIST DTP FOR HDMI- DECORA WALLPLATE,BLK 330'	1	\$493.33	\$493.33
APPLE COMPUTER	APPMR912LLA	APPLE TV 32GB (Owner Furnished Equipment)	1	OFE	OFE
MIDDLE ATLANTIC	MIDU1	1 SPACE (1 3/4") RACKSHELF	1	\$41.40	\$41.40
LIBERTY WIRE AND CABLE	LIBHDPMM06F	CABLE, 6' PREMIUM HDMI 18G CERTIFIED HIGH SPEED W/ETHERNET	1	\$14.71	\$14.71
OFE	OFE	CLIENT PROVIDED COMPUTER RULLING SCORE BOARD SOFTWARE	1	\$0.00	\$0.00
MIDDLE ATLANTIC	MIDU2	2 SPACE (3 1/2") RACKSHELF	1	\$47.05	\$47.05
LIBERTY WIRE AND CABLE	LIBHDPMM06F	CABLE, 6' PREMIUM HDMI 18G CERTIFIED HIGH SPEED W/ETHERNET	1	\$14.71	\$14.71
		VIDEO SWITCHING AND DISTRIBUTION			
EXTRON ELECTRONICS	EXT60161501	SWITCH, 8IN 4K/60 SEAMLESS PRESENTATION	1	\$3,278.41	\$3,278.41
LIBERTY WIRE AND CABLE	LIBHDPMM06F	CABLE, 6' PREMIUM HDMI 18G CERTIFIED HIGH SPEED W/ETHERNET	1	\$12.53	\$12.53
		AUDIO SYSTEM			
JBL	JBLCBT1000	SPEAKER, HIGH-OUTPUT 2-WAY LINE ARRAY COLUMN BLACK (EACH)	2	\$1,823.06	\$3,646.12
JBL	JBLCBT1000E	SPEAKER, EXTENSION FOR CBT 100 LINE ARRAY, BLACK (EACH)	2	\$997.52	\$1,995.04
QSC	QSCPL380	AMPLIFIER, 2-CHANNEL POWERLIGHT 3 SERIES	1	\$2,192.72	\$2,192.72

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Mfg	Model	Description	Qty	Unit Price	Extended Price
QSC	QSCCORE110F	SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS, 1RU	1	\$2,670.45	\$2,670.45
SHURE	SHUQLXD12485G50	BODYPACK AND VOVAL COMBO SYSTEM W/ WL 185 AND SM58	2	\$1,325.68	\$2,651.36
SHURE	SHUUA860V	ANTENNA, PASSIVE OMNI DIRECTIONAL	2	\$268.81	\$537.62
SHURE	SHUMISC	BULK RG8 CABLE FOR ANTENNAS	1	\$278.41	\$278.41
SHURE	SHUUA845UWB	ANTENNA & POWER DISTRIBUTION SYSTEM, 5- WAY	1	\$736.25	\$736.25
		CONTROL SYSTEM			
CRESTRON	CRETS770BS	TOUCH SCREEN, 7" TABLETOP, BLACK SMOOTH	1	\$1,136.36	\$1,136.36
CRESTRON	CRERMC4	CONTROL SYSTEM, 4-SERIES	1	\$568.18	\$568.18
CRESTRON	CREPWE4803RU	PoE INJECTOR, UNIVERSAL 100-250 VOLTS AC	1	\$56.82	\$56.82
CRESTRON	CREXPANEL	CONTROL CONTROL FOR COMPUTERS & IPADS client to provided Ipad and Crestron App	1	\$0.00	\$0.00
		EQUIPMENT RACK & MISC			
MIDDLE ATLANTIC	MIDCWR1232PD	DATA WALL CABINET, 12 SPACE 32"D W/PLEXI DOOR	1	\$670.91	\$670.91
MIDDLE ATLANTIC	MIDPD915R	POWER STRIP, 9 OUTLET, SINGLE 15 AMP CIRCUIT	1	\$100.23	\$100.23
MIDDLE ATLANTIC	MIDUD2	2 SPACE (3 1/2") UTILITY DRAWER, BLACK POWDER CO	1	\$104.32	\$104.32
				Subtotal	\$72,490.52

Room Support and Maintenance

Elite Maintenance Services - Room; 12-months

\$4,849.62

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Magnolia Science Academy LED Video Wall

4.3 Product Information

This document contains LIGHTVU's response to:

Magnolia Public Schools - Request for Proposals to Provide an LED Video Wall at Magnolia Science Academy Santa Ana

Who Is LIGHTVU

About LIGHTVU

LIGHTVU's story begins in 2010, when Mark Silvius, a Canadian entrepreneur, was ser ving as technology consultant for primary and higher education institutions in Canada. Mark himself, similar to ~65% of people in the world, is a visual learner. Mark often reflected on his own educational journey, during which he felt many educational



spaces lacked the ability to create meaningful visual experiences. This feeling was especially true in historically low-tech education spaces, such as atriums and gymnasiums.

Mark always had a deep interest in enhancing the world around him using modern technology. Naturally, Mark thought big screens could be a good way to enhance the visual capabilities of educational spaces.

Mark asked himself, why wasn't this already being done in North America. In terms of creating large format visual experiences using widely accepted display technology at the time, a few challenges existed (and still exist) for mainstream technologies, such as TV's and projectors:

- Bright spaces severely impact the image quality of even the highest end TV's and projectors meaning tedious management of ambient lighting would always be required
- The size of TV's are limited, and so, large format screens require a combination of multiple TV's which results in unappealing seams and often mis-alignment
- TV's and projectors have a relatively short lifespan 2-5 years, so over time operating costs add up and are an issue for maintaining large format TV or projection solutions
- Specific to gymnasiums, TV's and projectors are not meant to sustain impacts from flying basketballs, preventing damage requires additional layers of protection

In 2010, Mark thought there had to be better video technology available to accomplish large format digital experiences. Mark quickly found that direct view LED technology was being used in other countries around the world to create the high quality visual experiences he had been searching for.

Mark began research and development on a Canadian-made line of direct view LED display solutions for education, specifically for atriums and gymnasiums. Mark's vision became LIGHTVU LED Display Solutions and impact resistant LED scoreboard media walls quickly became by far the most progressive and most sought after solution offered by LIGHTVU for education. Today, LIGHTVU is a leading Canadian direct view LED video wall solution manufacturer and service provider. Countless primary and higher education institutions trust LIGHTVU for the large format screens and LIGHTVU solutions have become the new standard for modern education video technology in large spaces.

About Mike Fisette, LIGHTVU Western North America Sales Manager

Mike Fisette represents LIGHTVU as Western North America Sales Manager. Mike is based in Sherwood Park, Alberta, Canada and has over 15 years in creating and supporting unique visual experiences. Mike takes great pride in his role of enhancing educational spaces across Western North America and strongly believes in the value of modern visual communication in progressive learning environments.



LIGHTVU Aurora Series Direct View LED Scoreboard Media Wall Solution Performance Specifications

LED Video Wall Specifications

1. Made in Canada

LIGHTVU's Aurora Series LED Scoreboard Media Wall solution is made in Alberta, Canada. For a virtual walkthrough of LIGHTVU manufacturing facilities and experiential showroom, contact sales@lightvu.com

2. Maximum pixel pitch: 4mm

LIGHTVU's Aurora Series 4mm pixel pitch is optimized for gymnasium environments. An appropriate pixel pitch is required for respective viewing distances for the space a LIGHTVU LED video wall is operating in. The maximum pixel pitch for high school gymnasiums is 4mm pixel pitch, any larger and the image becomes grainy, any tighter and the feasibility of impact resistance is lost. LIGHTVU's 4mm pixel pitch is specifically designed for high school gymnasiums.

3. Impact resistant indoor SMD LED technology. Include with submission a demonstration of impact resistance for the LED video wall.

LIGHTVU's Aurora Series LED Scoreboard Media Wall solution is very unique in terms of the impact resistance of the solution. No protective cover is required for gymnasium environments. LIGHTVU's LED modules have LED pixels recessed into a protective masking which defends against impacts from sports equipment. For a demonstration of Aurora Series impact resistance refer to video demonstration: https://www.youtube.com/watch?v=gjXpRiJApcE

4. Edge protection on top, bottom, right, and left sides of the LED video wall to protect LED modules from physical damage upon impact. Include with submission a demonstration of impact resistance for the LED video wall.

Additionally with respect to impact resistance, LIGHTVU's Aurora Series LED Scoreboard Media Wall solution is also very unique in terms of the impact resistance for the outside edges of of the solution. No Through experience in the field, 5 years ago LIGHTVU's LED Scoreboard Media Wall was improved with edge protection for all outer edges of the LED video wall to protect edges of screen from impact damage. For a demonstration of Aurora Series impact resistance refer to video demonstration: https://www.youtube.com/watch?v=gjXpRiJApcE

5. Minimum brightness: 1600 nits

Much like the 4mm pixel pitch, LIGHTVU's Aurora Series LED Scoreboard Media Wall solutions are designed to provide 1600 nits of brightness which is the standard required for quality display in bright gymnasium environment (with the lights ON). 1600 nits is the optimal brightness for LED video walls in school gymnasium, or equivalent, lighting environment. Competitor products carrying lower brightness than 1600 nits are not sufficient for the ambient lighting conditions in a gymnasium.

6. Lifetime: 100,000 hours

LIGHTVU confirmed, 100,000 hour lifespan for the solution. Refer to LIGHTVU Aurora Series spec sheet.

Complete front service capability where all active components of the display can be serviced
from the front without removing the LED video wall from its mounted position. Include with
submission a demonstration of complete front service capability for the proposed LED video
wall.

LIGHTVU's Aurora Series LED Scoreboard Media Walls are built for ease of complete front serviceability. Once the LIGHTVU solution is installed, the LED video wall will never have to come down from its mounted position as every active component of the solution is serviceable from the front. For a demonstration of Aurora Series front serviceability refer to video demonstration: https://www.youtube.com/watch?v=gjXpRiJApcE

8. Include 5% spare parts (LED modules, power supply, receive card, fan, cables). Include with submission a list of spare parts included.

LIGHTVU confirmed, all LIGHTVU orders include 5% spare parts. List of included parts is dependent on screen size selected and will be provided with the technical documentation should an order be placed with LIGHTVU. NOTE: Additional spare parts may be purchased. Up to 15% additional spare batched LED modules are recommended to prolong the uniform lifespan of the display.

9. Minimum five (5) year warranty on LED video wall.

LIGHTVU confirmed five (5) year warranty included as standard warranty for LIGHTVU's LED Scoreboard Media Wall solution. Extended warranty can be purchased for a warranty period of up to 10 years

Video Wall Mount System Specifications:

- 1. Wall mount system supplied and supported by LED display manufacturer. Provide with submission engineer stamped drawings of the mounting system.
- 2. Micro adjustment (X,Y,Z-axis) capabilities to level and plumb mount and panels.
- Full video wall assembly including LED display and mounting system not to exceed 186mm depth

LIGHTVU confirmed Aurora Series LED video wall mounting system meets all specifications listed herein. Refer to Aurora Series mount drawings for full details respective to selected screen size.

Scoreboard Software Specifications

1. Include with submission PC based scoreboard software and demonstration of software.

Magnolia Public Schools has already received a demonstration of ScoreVU. Additional virtual demonstration can be accommodated if desired.

- 2. Capable of three outputs (minimum).
 - a. main scoreboard display,
 - b. shot clock display,
 - c. controller display
- 3. Ability to define pixel-to-pixel output of the scoreboard and shot clock displays
- 4. The software must have customizable game settings depending on rules
- 5. Ability to customize the colours, logos, backgrounds displayed on the scoreboard

- The software should have an API which streams live game data (time, score, fouls, etc) so it can be integrated with 3rd party systems (Scoreboard, lower-thirds displays, digital signage systems, websites, etc)
- 7. The software should have an API which enables control of the scoring / timing system for integration with 3rd party control systems (Crestron, Extron, AMX, etc)
- 8. The software should allow the ability to upload media files (crowd pumpers) which can be triggered by pressing user-defined hotkeys.

LIGHTVU confirmed - ScoreVU scoreboard software meets all specifications defined herein. LIGHTVU's 2-hour end user training is sufficient for staff to learn the features and functionality of the software.

Additional ScoreVU training sessions are held virtually third week of September and third week of January every year. Contact support@lightvu.com for more information on ScoreVU training.

LED Processor Specifications

- 1. Front panel controls and LCD display for parameter adjustment
- 2. High definition content protection (HDCP) capable
- 3. Ability to be controlled (switch inputs, adjust brightness, recall presets, etc.) via ethernet commands (UDP) from a control system (Crestron, AMX, Extron, etc...)
- 4. Include the following inputs (minimum)
 - a. HDMI
 - b. DVI
 - c. VGA x 2
 - d. DP

LIGHTVU confirmed the proposed LED processor meets the performance specifications listed herein. Refer to the LED processor spec sheet for full details.

Manufacturer Specifications

1. The manufacturer of the LED video wall system must be represented and distributed in North America. Include with submission full contact information (phone number, email, complete address) for the North American manufacturer..

LIGHTVU confirmed virtual experiential LIGHTVU LED showroom tour link https://www.youtube.com/watch?v=PDt9bPtYAEQ

LIGHTVU headquarters complete address: 120 Portage Close, Sherwood Park, Alberta, Canada, T8H2W2.

LIGHTVU phone: 1 (855) 514-4888

LIGHTVU email: sales@lightvu.com LIGHTVU website: www.lightvu.com

2. The manufacturer of the LED video wall system must have a full-service repair center(s) located in North America. Include with submission complete contact information (phone number, email, complete address) for the full-service North America based repair center(s).

LIGHTVU confirmed, same address and contact information as listed above

3. Manufacturer will provide on-site installation support for the complete installation and commissioning of LED video wall system in order to ensure proper alignment of LED panels and sign off on the LED video wall system. Include with proposal contact information (name, email, phone number) for the manufacturer representative that will be on site.

LIGHTVU confirmed

LIGHTVU representative: Nicholas Meier, Project Coordinator

Phone: 1 (780) 288-2508

Email: nicholas.m@lightvu.com

4. End customers must have the option to attend factory training on repair and maintenance of the display provided by the manufacture of the LED video wall system. The training will allow the end user to perform guided repairs and maintenance without voiding the product warranty.

LIGHTVU confirmed, Magnolia Public Schools can opt in to have technical staff trained and certified to carry out basic maintenance and/or warranty procedures on the LIGHTVU solution. Training must be scheduled with LIGHTVU and is coordinated on a case-by-case basis. Contact support@lightvu.com for more information.

5. LED video wall manufacturer must have a pixel-to-pixel camera calibration system to perform calibration when an LED module is replaced for repair or maintenance to match the replacement modules to the color and brightness of its surrounding LED modules.

LIGHTVU confirmed, pixel-to-pixel calibration system is available to perform calibration when an LED module is replaced. Pixel-to-pixel calibration is optional and must be purchased if desired. All LIGHTVU LED video walls come factory calibrated, however, further field calibration can be accommodated if deemed necessary.

6. Provide with the proposal minimum three (3) references of similar projects in North America

Edmonton Public School Division Aaron Muller aaron.muller@epsb.ca Learning and Technology

Sturgeon Public School Division

Clark Ball cball@sturgeon.ab.ca Athletic Director

Grande Prairie Public School Division Dwayne Wynnychuk dwayne.wynnychuk@gppsd.ab.ca IT Technician

7. The manufacturer must maintain an inventory of warranty replacement parts of the same batch (where applicable) in a North America service center.

LIGHTVU confirmed, an inventory of warranty replacement parts of the same batch (where applicable) is maintained in the North American service center.













QUOTE

Quote ID: X-2EkFQw3XfM

Revision Number: 5

Aurora LED Scoreboard Mediawall Solution

Date: 02/16/2022 Expires: 12/20/2021

FROM: TO: **AVI-SPL** LIGHTVU Inc.

> #30, 120 Portage Close Sherwood Park, AB

T8H 2W2

Mike Fisette

Jourdan Finch

ITEM	Product Description	SKU	QTY	MSRP PRICE	UNIT PRICE	EXT PRICE
1	Digital Scoreboard - Aurora P4 143" Diag - w/ Wall Mount & HD2	LV2144	1	\$69,068.00	\$29,470.00	\$29,470.00
1	Controller - 768x480					
1.1	Aurora P4 - 47" 1024x640 - 1920 Hz	LV0055	9			
1.2	- Aurora Flat Wall Mounting System	LV1425	1			
1.3	Andromeda HD-2 Scaling Controller	LV1371	1			
1.4	- 4m / 12ft 12/3 SJOW Feeder 120V 20A	LV0500	1			
1.5	- 4.5m / 14ft 12/3 SJOW Feeder 120V 20A	LV0502	1			
1.6	- 5m / 16ft 12/3 SJOW Feeder 120V 20A	LV0501	1			
1.7	- Power and data Interconnecting Cables		1			
1.8	Aurora P4 1920 Magnetic Module Spare 256mm x 128mm (64px x	LV0624	9			
	32px)					
1.9	- 5% Spare Parts (Power Supply, Receive Card, Fan etc)		1	İ		
1.10	SCOREVU License	LV1461	1	1		
1.11	LIGHTVU Two Hour Remote Training Session	LV1782	1	1		
1.12	LIGHTVU Simple Logo Reveal	LV1841	1	İ		
1.13	- 5 Year Extended Warranty on LED Cabinets		1]
2	- LIGHTVU Remote Installation Support Services		1	\$5,676.00	\$2.548.00	\$2.548.00
2.1	LIGHTVU Onsite Installation Support (first day)	LV2118	l i	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,_,,,,,,,,,	,_,,,,,,,,,
2.2	LIGHTVU Onsite Installation Support (secondary days)	LV2119	1			1
3	- Shipping to site		1	\$8,238.00	\$4,390.00	\$4,390.00
-	CUPTOTAL					40, 400 00
	SUBTOTAL					\$36,408.00
ļ]
	OPTIONAL ADD-ONS					
4	Aurora P4 1920 Magnetic Module Spare 256mm x 128mm (64px x	LV0624	27	\$2,457.00	\$46.00	\$1,242.00
	32px)					
	Additional 10% Batched Spare Modules Brings Total Batched Spare Modules Up To 15% (Optional but Recommended)					
5	LIGHTVU Onsite Calibration (per day)	LV1570	1	\$5,628.00	\$2,798.00	\$2,798.00

Notes:

LIGHTVU Onsite Installation Support (first day):

LIGHTVU Product Installation Support Scope of Work

- Unpacking, inspecting and inventory of LIGHTVU supplied products
- Layout and configuration of the mount / mounting system where supplied by LIGHTVU
- Installation of the LED cabinets onto the mounting system
- Interconnection of the LED cabinets
- Connection of the LED cabinets to power and data infrastructure where the infrastructure matches the provided requirements
- Testing, alignment and commissioning to factory specifications

Partner Product Installation Scope of Work

- Technicians will assist LIGHTVU to unpack, examine, and inventory all products
- Technicians will fasten the mounting system to structure.
- Technicians will assist placement of product and associated equipment into position
- Complete necessary connections and alignments based on factory specifications

Notes





- The FAE support provided by LIGHTVU is not a turn-key installation service
- It is expected that the reseller provide at least 1 (one) qualified technician and 1 (one) labourer for the entire duration of the installation
- LIGHTVU is not responsible for the signal and power cable infrastructure, cable pulling or termination
- Any change in scope by customer may result in additional fees

Refer to the full LIGHTVU Installation Support Scope of Work document for further details.

Terms:

Warranty: Warranty information can be found at https://www.lightvu.com/warranty

Payment Terms: As per dealer agreement.

Shipping: F.O.B. Sherwood Park, Alberta. Cost of shipping extra unless otherwise stated

Spare Parts: Includes 5% Spare Parts

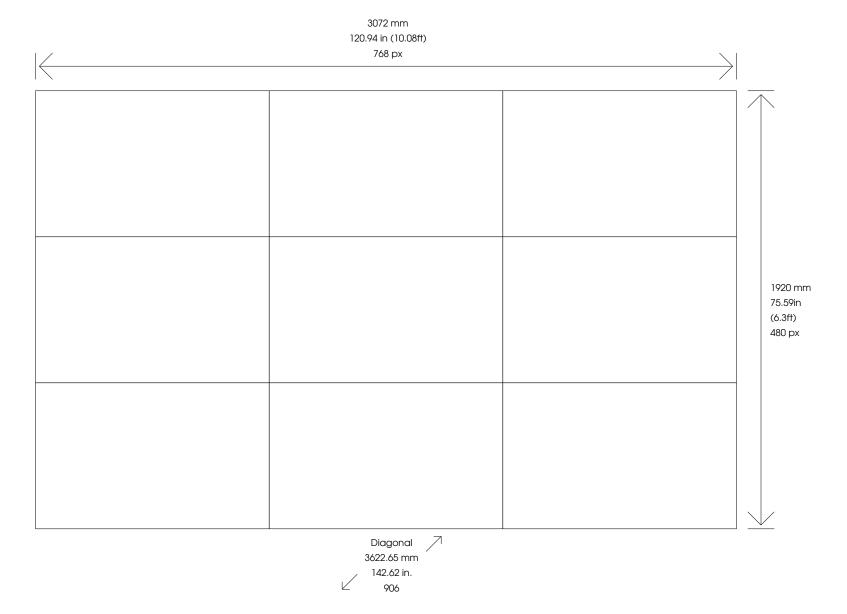
Purchase: If the quotation is acceptable, please issue a purchase order to LIGHTVU, orders@lightvu.com, attached with a copy of the quote. The purchase

order will be subject to acceptance or rejection by LIGHTVU. Upon approval, an order confirmation will be sent.

Currency: All prices quoted in US dollars **Standard lead time:** 90 to 120 days



LURORA SERIES





Aurora P4 - 47" 1024x640 - 1920 Hz

LV0055

Prop	perty	Unit	Value	
Display technology	Pixel Pitch	mm (inch)	4	
	Brightness	nits	1600	
	Viewing Angle - Horizontal	deg.	160	
	Viewing Angle - Vertical	deg.	120	
	Pixel Type & Configuration	RGB	3-in-1 SMD	
	Resolution per Cabinet	-	256(w) x 160(h)	
	Dot per Cabinet	-	40960	
	Dot per sq. Meter	-	62500	
	Colours	-	16.5 Million	
	Grey Scale (linear)	Levels	65,536 levels per color	
	Contrast Ratio	-	10000:1	
	Display Refresh Rate	Hz	1920	
Physical	Cabinet Width	mm (inch)	1024 (40.31)	
	Cabinet Height	mm (inch)	640 (25.2)	
	Cabinet Diagonal	mm (inch)	1208 (47.54)	
	Cabinet Depth	mm (inch)	87 (3.43)	
	Cabinet Weight	Kg	25.4	
	Cabinet Area	Sq. m.	0.655	
	Cabinet Material	-	Aluminum / steel	
	Cabinet Type	-	Indoor - fixed installation	
	Recommended Minimum Viewing Distance	m	4	
	Recommended Best Viewing Distance	m	5	
	Mounting System	Cus	rom	
Environment	Operating Temperature Range	deg. C	5 - 50	
	Humidity Operating Range	RH	10 - 90	
	Lifetime	Hours	100,000	
Power	Input Voltage (nominal)	VAC	120	
	Power Draw	W/Cabinet Avg (Max)	150W (450W)	
	Current (120V @ 60Hz)	Amps Avg (Max)	1.3 (3.75)	
Warranty	Manufactured	Designed and manu	factured in Canada	
	Warranty	5 year manufacturers parts and labour limited warran LIGHTVU extended warranty up to 10 years.		
Certifications	CEC Certification	CE FCC R	OHS CETL	







QUOTE

Quote ID: X-GgUaXGuYW2 Revision Number: 4

Aurora LED Scoreboard Mediawall Solution

Date: 02/16/2022 Expires: 12/20/2021

FROM: TO: **AVI-SPL** LIGHTVU Inc.

> #30, 120 Portage Close Sherwood Park, AB T8H 2W2

Mike Fisette

Jourdan Finch

ITEM	Product Description	SKU	QTY	MSRP PRICE	UNIT PRICE	EXT PRICE
1	Digital Scoreboard - Aurora P4 176" Diag - w/ Wall Mount & HD2	LV2149	1	\$82,748.00	\$37,058.00	\$37,058.00
	Controller - 960x576					
1.1	Aurora P4 - 58" 1280x768 - 1920 Hz	LV0075	9			
1.2	- Aurora Flat Wall Mounting System	LV1427	1			
1.3	Andromeda HD-2 Scaling Controller	LV1371	1			
1.4	- 4m / 12ft 12/3 SJOW Feeder 120V 20A	LV0500	1			
1.5	- 4.5m / 14ft 12/3 SJOW Feeder 120V 20A	LV0502	1			
1.6	- 5m / 16ft 12/3 SJOW Feeder 120V 20A	LV0501	1			
1.7	- Power and data Interconnecting Cables		1			
1.8	Aurora P4 1920 Magnetic Module Spare 256mm x 128mm (64px x	LV0624	14			
	32px)					
1.9	- 5% Spare Parts (Power Supply, Receive Card, Fan etc)		1			
1.10	SCOREVU License	LV1461	1			
1.11	LIGHTVU Two Hour Remote Training Session	LV1782	1			
1.12	LIGHTVU Simple Logo Reveal	LV1841	1			
1.13	- 5 Year Extended Warranty on LED Cabinets		1			
	USD\$2,400 LIGHTVU scoreboard grant applied as up front discount					
2	- LIGHTVU Remote Installation Support Services		1	\$5,676.00	\$2,548.00	\$2,548.00
2.1	LIGHTVU Onsite Installation Support (first day)	LV2118	1			
2.2	LIGHTVU Onsite Installation Support (secondary days)	LV2119	1			
3	- Shipping to site		1	\$8,238.00	\$4,390.00	\$4,390.00
			•			
	SUBTOTAL					\$43,996.00
-						
1			İ		•	
	OPTIONAL ADD-ONS					
4	Aurora P4 1920 Magnetic Module Spare 256mm x 128mm (64px x	LV0624	27	\$2,457.00	\$46.00	\$1,242.00
1	32px)		-	72,-07.00		71,242.30
	Additional 10% Batched Spare Modules Brings Total Batched Spare		İ	i		
	Modules Up To 15% (Optional but recommended)					
			İ	1		
5	LIGHTVU Onsite Calibration (per day)	LV1570	1	\$5,628.00	\$2,798.00	\$2,798.00
	, , , , , , , , , , , , , , , , , , ,		1		.=,,,,,	

Notes:

LIGHTVU Onsite Installation Support (first day):

LIGHTVU Product Installation Support Scope of Work

- Unpacking, inspecting and inventory of LIGHTVU supplied products
- Layout and configuration of the mount / mounting system where supplied by LIGHTVU
- Installation of the LED cabinets onto the mounting system
- Interconnection of the LED cabinets
- Connection of the LED cabinets to power and data infrastructure where the infrastructure matches the provided requirements
- Testing, alignment and commissioning to factory specifications

Partner Product Installation Scope of Work

- Technicians will assist LIGHTVU to unpack, examine, and inventory all products
- Technicians will fasten the mounting system to structure.
- Technicians will assist placement of product and associated equipment into position
- Complete necessary connections and alignments based on factory specifications





Notes

- The FAE support provided by LIGHTVU is not a turn-key installation service
- It is expected that the reseller provide at least 1 (one) qualified technician and 1 (one) labourer for the entire duration of the installation
- LIGHTVU is not responsible for the signal and power cable infrastructure, cable pulling or termination
- Any change in scope by customer may result in additional fees

Refer to the full LIGHTVU Installation Support Scope of Work document for further details.

Terms:

Payment Terms: As per dealer agreement.

Shipping: F.O.B. Sherwood Park, Alberta. Cost of shipping extra unless otherwise stated

Spare Parts: Includes 5% Spare Parts

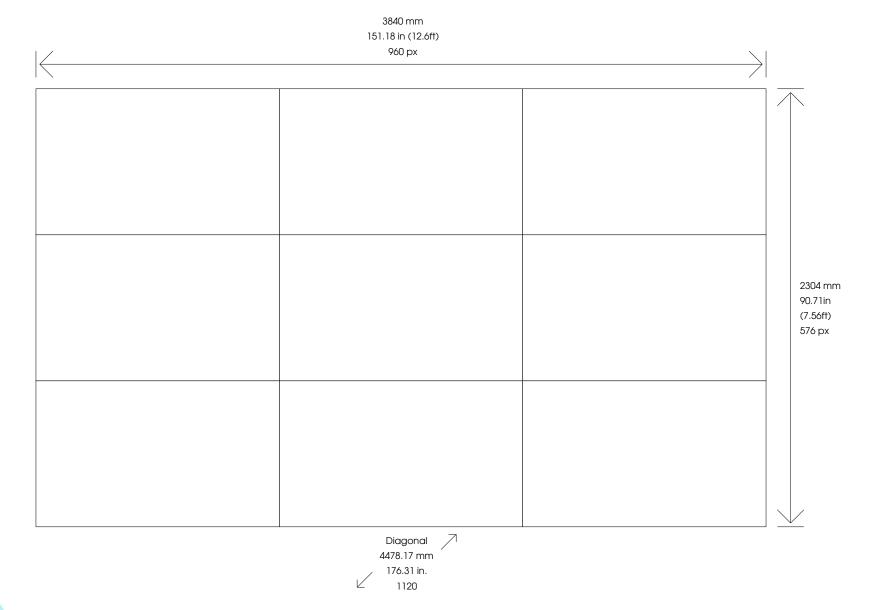
Purchase: If the quotation is acceptable, please issue a purchase order to LIGHTVU, orders@lightvu.com, attached with a copy of the quote. The purchase order will be subject to acceptance or rejection by LIGHTVU. Upon approval, an order confirmation will be sent.

Currency: All prices quoted in US dollars **Standard lead time:** 90 to 120 days

Warranty: Warranty information can be found at https://www.lightvu.com/warranty



LURORA SERIES



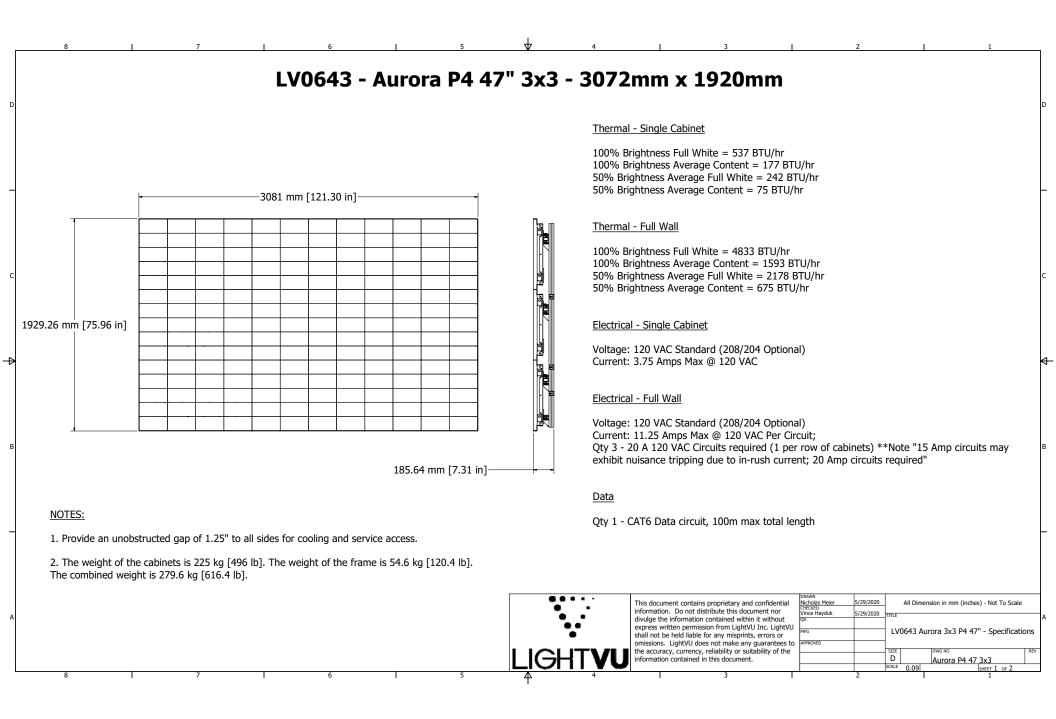


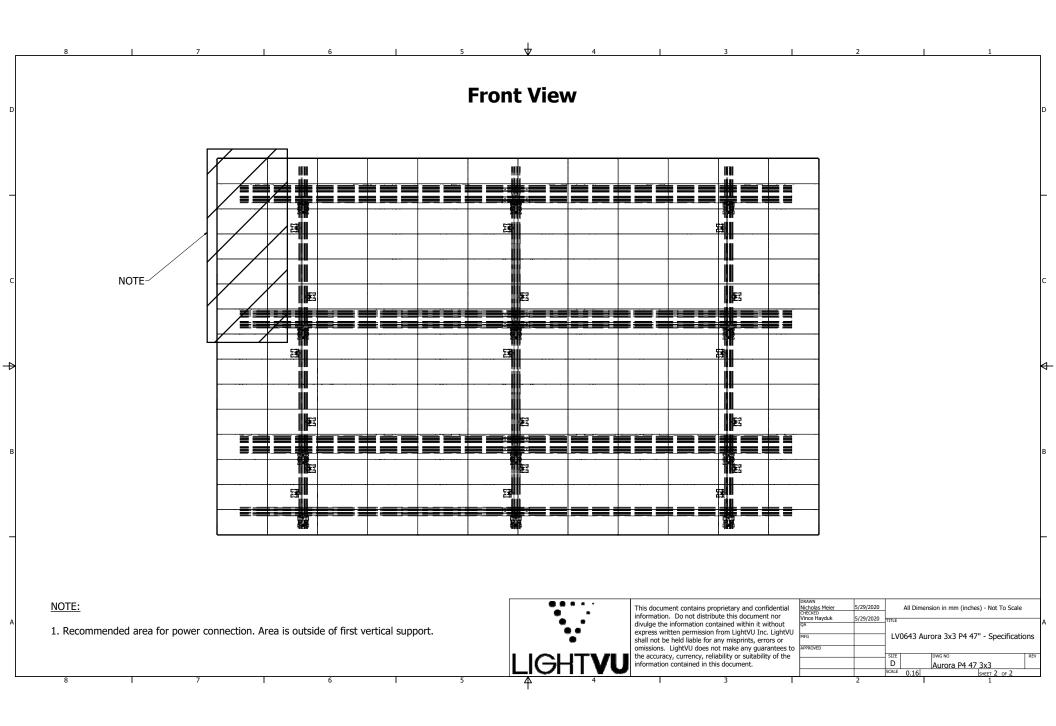
Aurora P4 - 58" 1280x768 - 1920 Hz

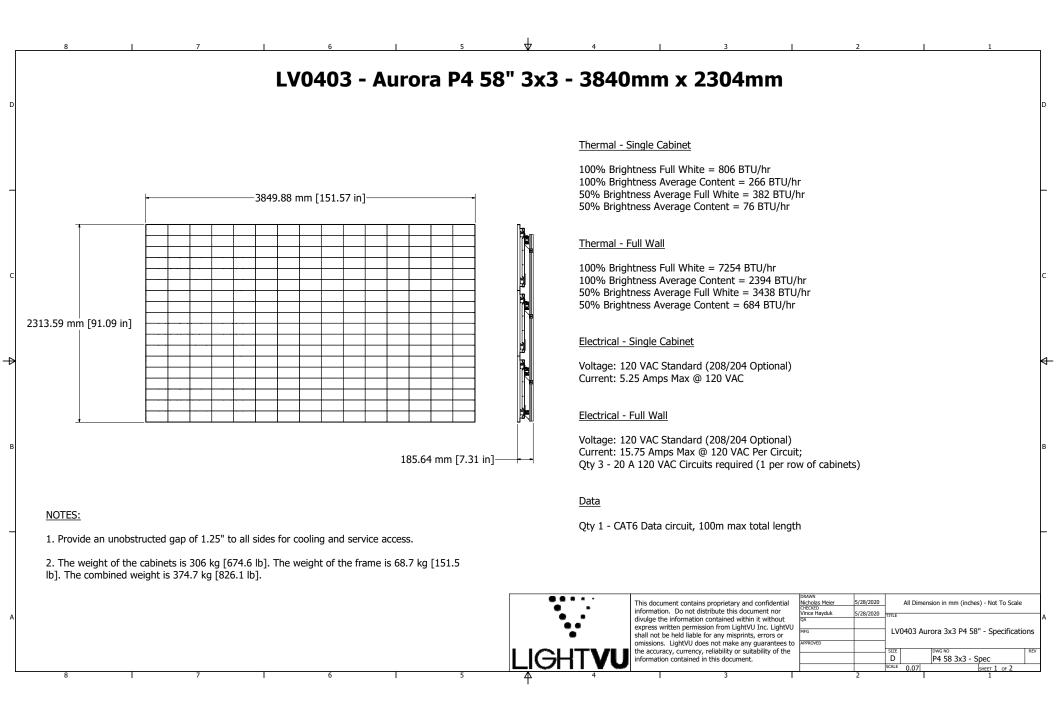
LV0075

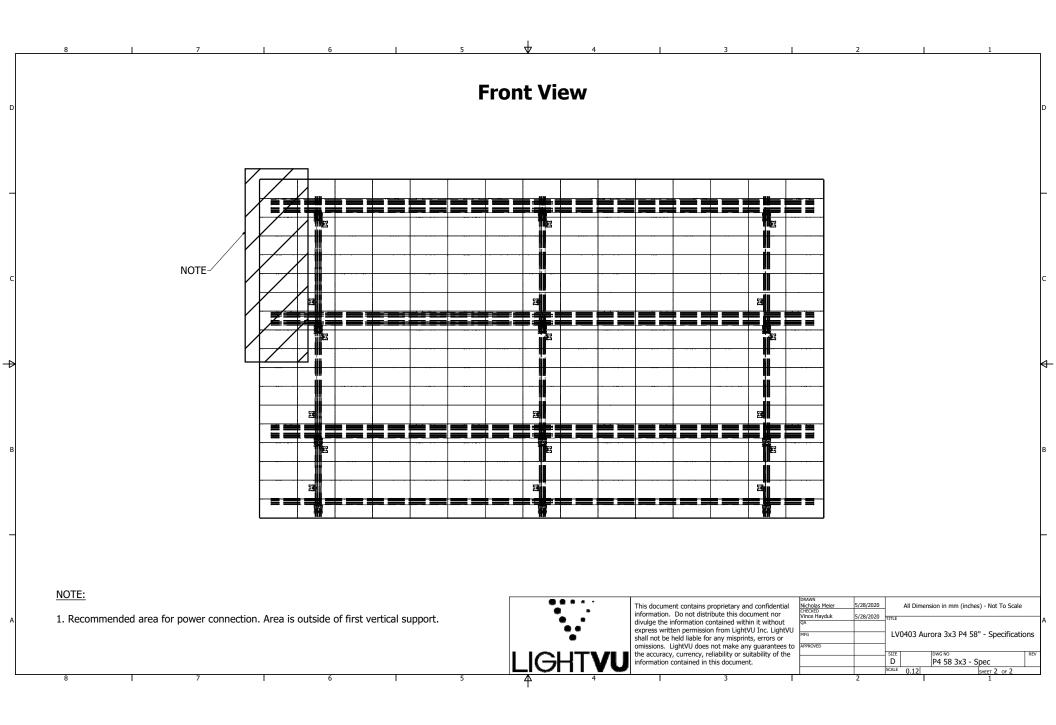
Prop	perty	Unit	Value	
Display technology	Pixel Pitch	mm (inch)	4	
	Brightness	nits	1600	
	Viewing Angle - Horizontal	deg.	160	
	Viewing Angle - Vertical	deg.	120	
	Pixel Type & Configuration	RGB	3-in-1 SMD	
	Resolution per Cabinet	<u>-</u>	320(w) x 192(h)	
	Dot per Cabinet	-	61440	
	Dot per sq. Meter	-	62500	
	Colours	-	16.5 Million	
	Grey Scale (linear)	Levels	65,536 levels per color	
	Contrast Ratio	-	10000:1	
	Display Refresh Rate	Hz	1920	
Physical	Cabinet Width	mm (inch)	1280 (50.39)	
	Cabinet Height	mm (inch)	768 (30.24)	
	Cabinet Diagonal	mm (inch)	1493 (58.77)	
	Cabinet Depth	mm (inch)	87 (3.43)	
	Cabinet Weight	Kg	34	
	Cabinet Area	Sq. m.	0.983	
	Cabinet Material	-	Aluminum / steel	
	Cabinet Type	-	Indoor - fixed installation	
	Recommended Minimum Viewing Distance	m	4	
	Recommended Best Viewing Distance	m	5	
	Mounting System	Cust	tom	
Environment	Operating Temperature Range	deg. C	5 - 50	
	Humidity Operating Range	RH	10 - 90	
	Lifetime	Hours	100,000	
Power	Input Voltage (nominal)	VAC	120	
	Power Draw	W/Cabinet Avg (Max)	214W (640W)	
	Current (120V @ 60Hz)	Amps Avg (Max)	1.78 (5.25)	
Warranty	Manufactured	Designed and manu	factured in Canada	
	Warranty	5 year manufacturers parts and labour limited warran LIGHTVU extended warranty up to 10 years.		
Certifications	CEC Certification	CE FCC R	PoHS cETL	

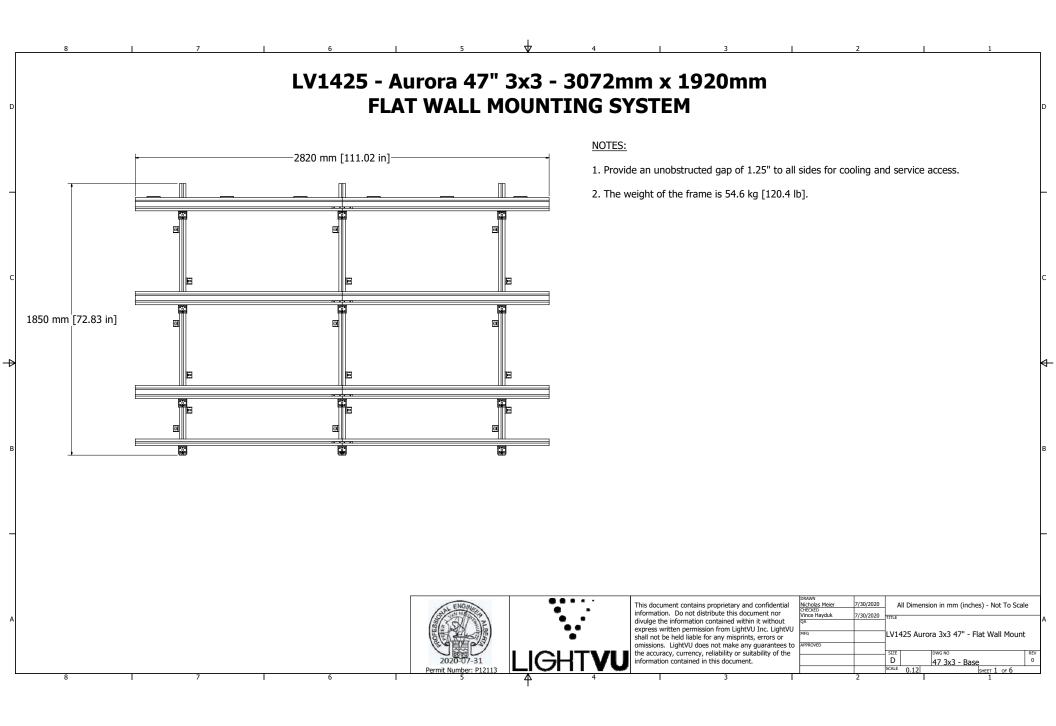


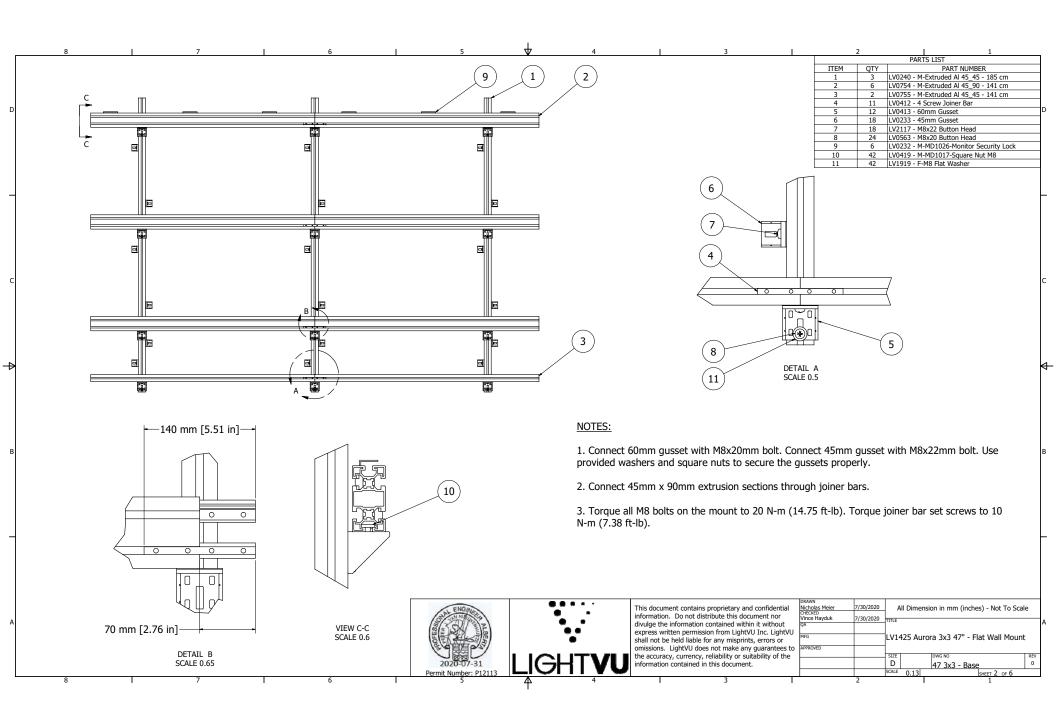


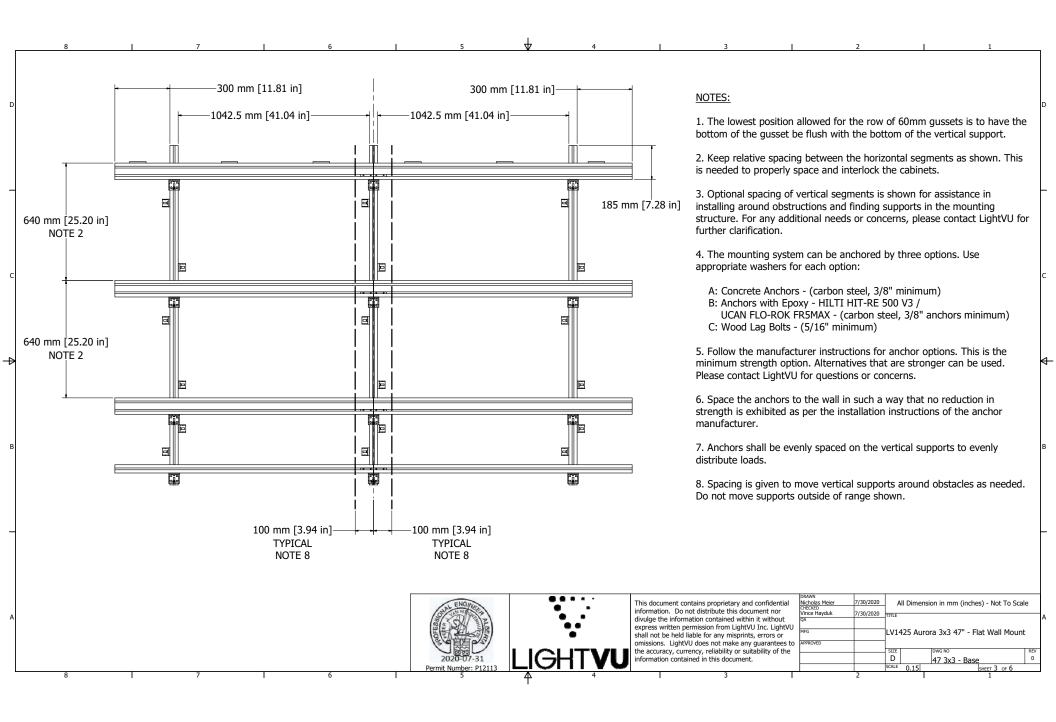


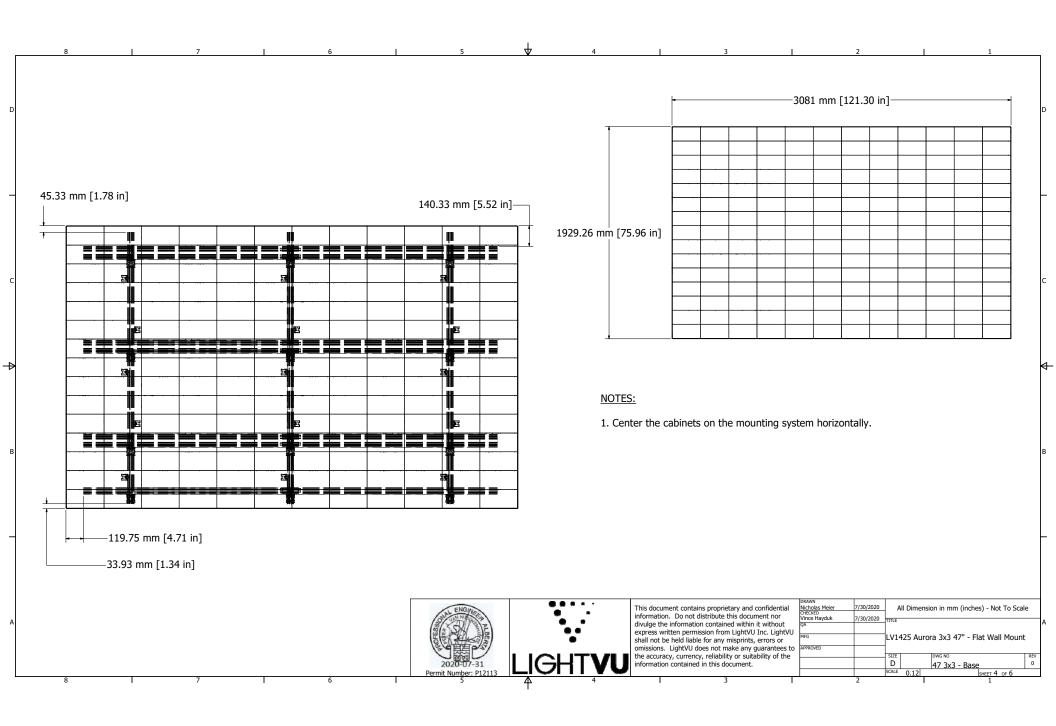


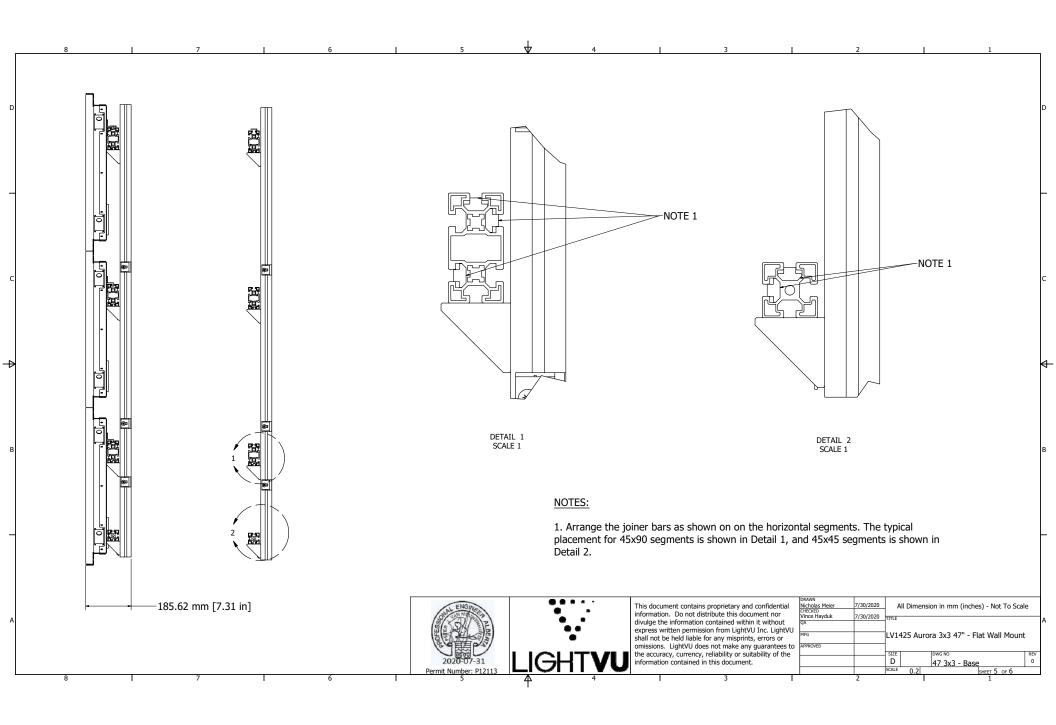












GENERAL NOTES:

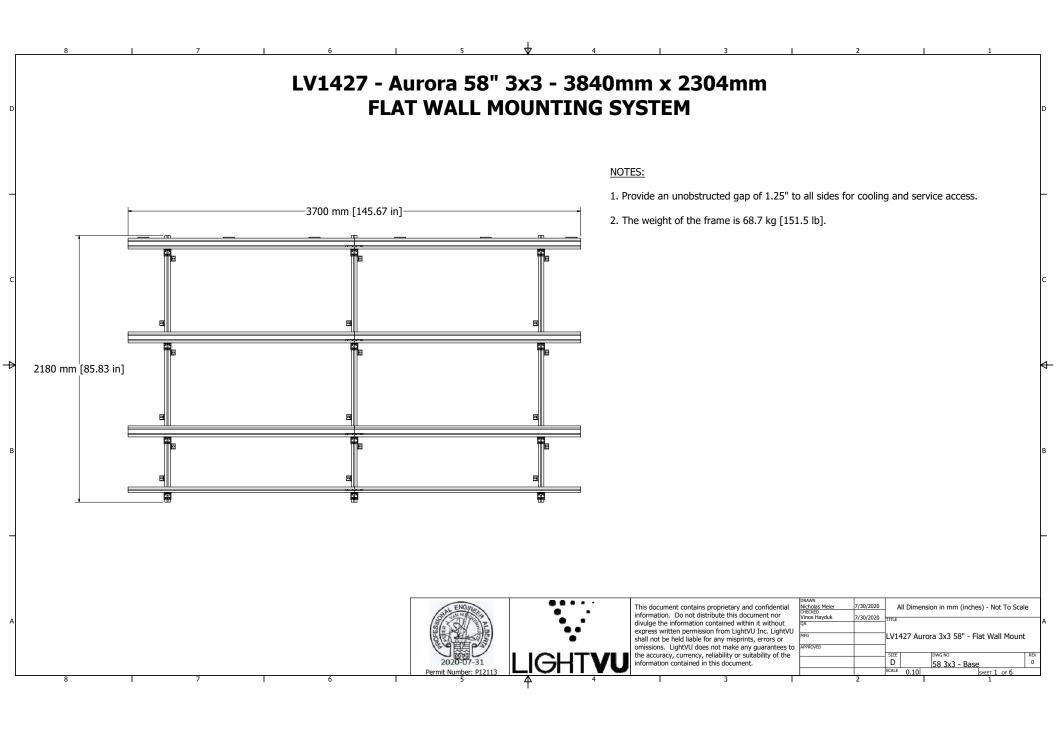
- 1. Use drawings provided by LIGHTVU at the initiation of each project to ensure that the most current drawings are used, reflecting any changes in material or installation procedures.
- 2. The information used in these drawings is to be used in conjunction with products that are specified and/or provided by LIGHTVU for the project. The use of the mount (or design) for any other products or services is prohibited. LIGHTVU shall not be liable for such use and all warranty shall be deemed void.
- 3. The contractor and/or owner shall bear responsibility for site safety as per the Occupational Health and Safety Act. Unless contractually stated otherwise, LIGHTVU assumes no responsibility for on-site worker safety other than their own employees.
- 4. The drawings provided show the completed mount and as such, do not include components that may be necessary for safe installation. The contractor is responsible for safety in and about the job site during construction including the design, erection, or operation of all temporary structures or equipment required for the completion of the work.
- 5. Any permits or permissions required for the installation of LIGHTVU products are the responsibility of the owner and/or contractor.
- 6. The design of the mount meets the loads specified by LIGHTVU's product. It is the responsibility of the owner and/or contractor to ensure that the installation meets the applicable building code, electrical code, or other regulatory standards that govern the product category and its installation at the desired installation location.
- 7. Fasteners provided by LIGHTVU as a part of the mount meet the design load for the product. Ensure that additional anchors and fasteners used to install the mount to the wall or building surface meet the minimum loading and design specifications set by the manufacturers. Options for available fasteners are given on sheet 3, which have been designed to use in conjunction with the mount. Follow all manufacturer's instructions and those provided by LIGHTVU. No reduction in strength capacity (as provided by the manufacturer) is to be observed in the installation of the mount. Any other anchors and/or fasteners used shall meet the minimum design yield strength of 940 MPa (137 ksi) for an M8 bolt. This substitution is for each anchor point between the mount and the installation surface as specified by the drawings, shown at each 45mm (1 anchor) or 90mm (2 anchors each) gusset that is provided to connect the mount to the installation surface.
- 8. LIGHTVU is not responsible for any adverse conditions affecting the mounting strength of the location in which the mount is installed nor the structural integrity of the parent material into which it is fastened.
- 9. Ensure that all instructions for installation are met as shown in these drawings. If questions or concerns arise, it is the responsibility of the contractor to contact LIGHTVU for resolution.

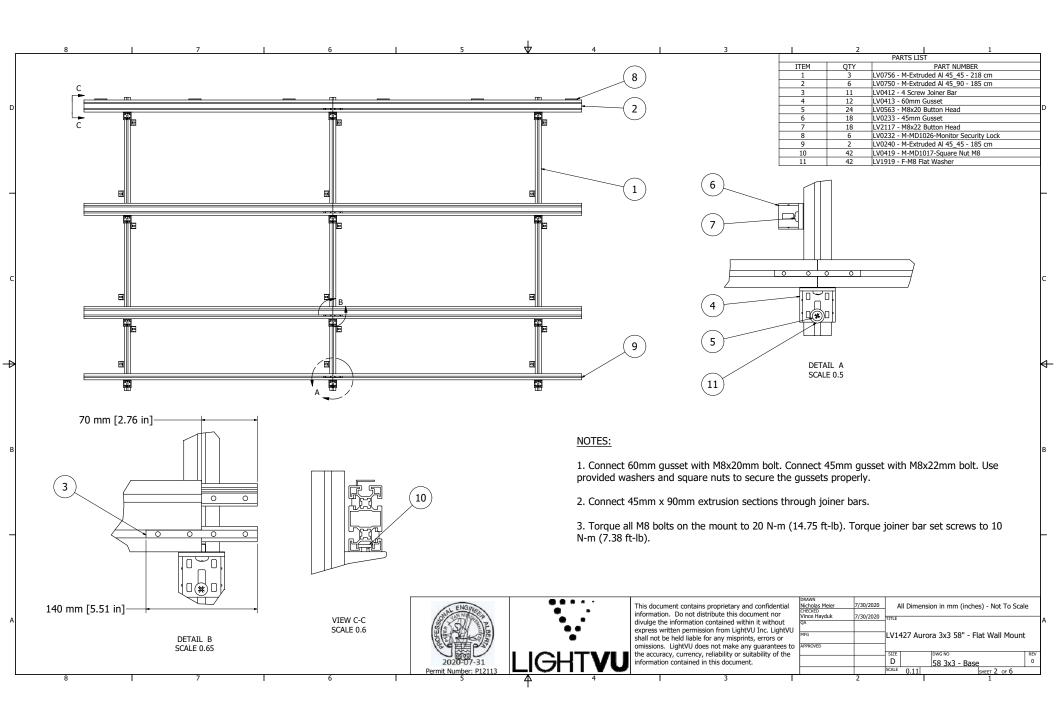


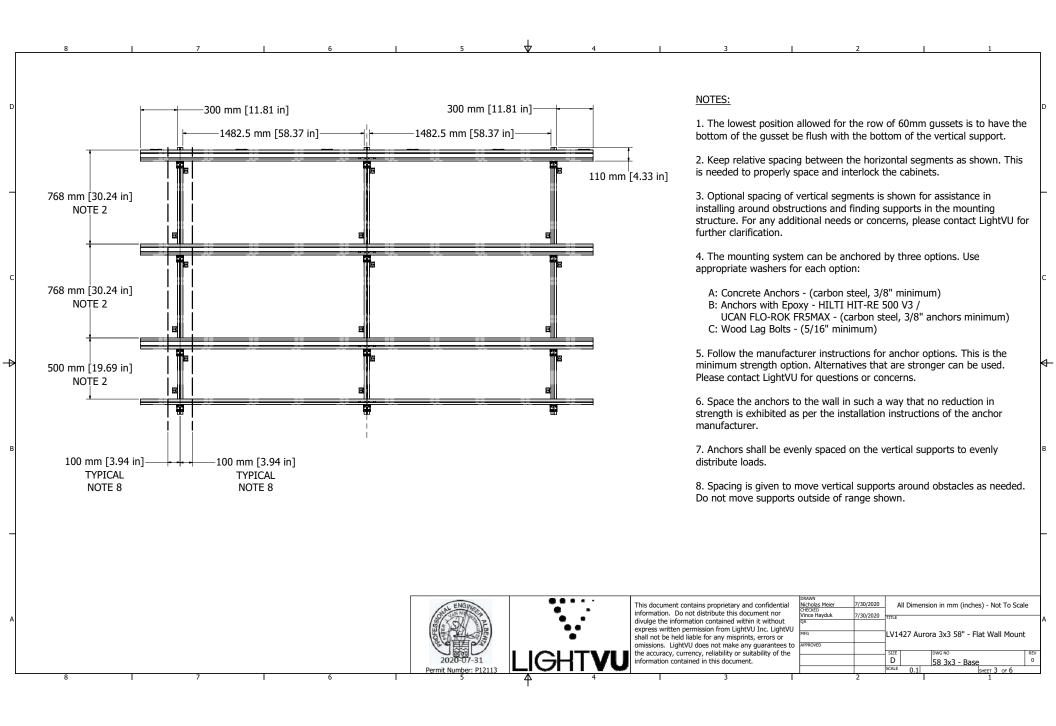


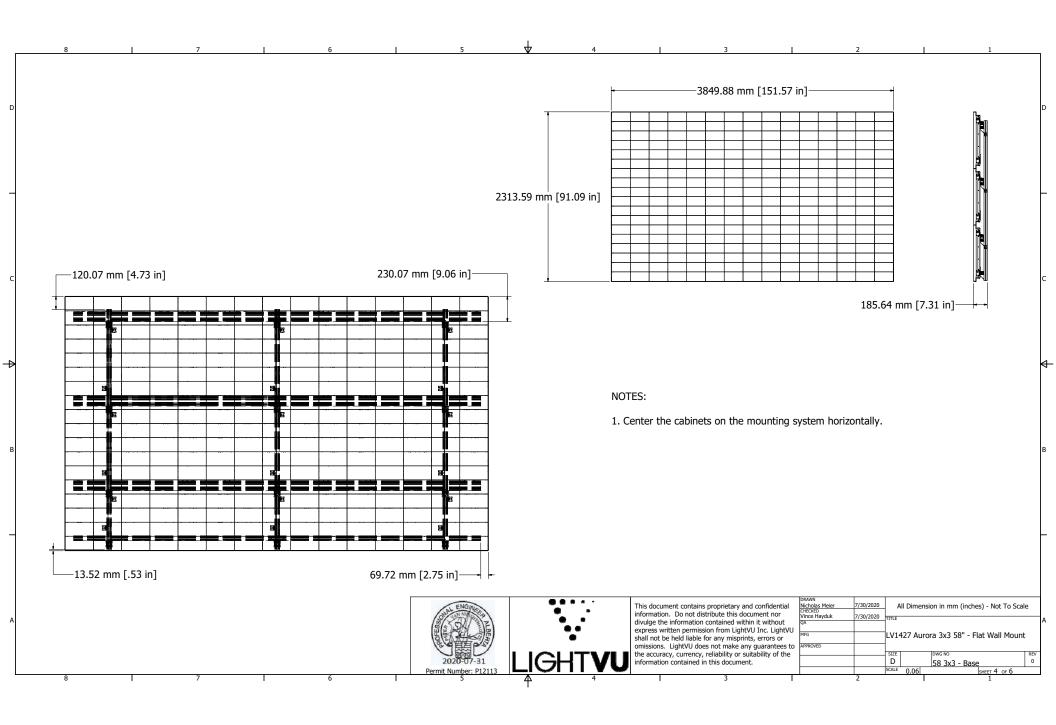
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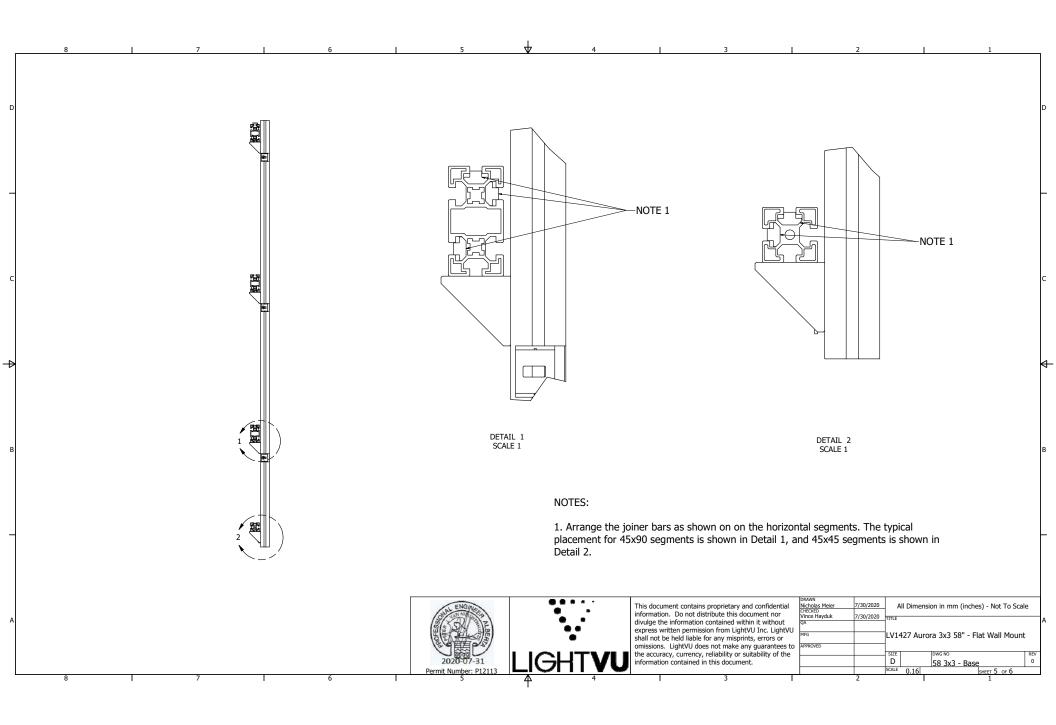
DRAWN Nicholas Meier	7/30/2020	All Dimension in mm (inches) - Not To Scale					
CHECKED Vince Hayduk	7/30/2020						
QA							
MFG		LV1425 Aurora 3x3 47" - Flat Wall Mount					
APPROVED							
		SIZE	DWG NO	REV			
		D	47 3x3 - Base	0			
		SCALE SHEET 6 OF 6					











GENERAL NOTES:

- 1. Use drawings provided by LIGHTVU at the initiation of each project to ensure that the most current drawings are used, reflecting any changes in material or installation procedures.
- 2. The information used in these drawings is to be used in conjunction with products that are specified and/or provided by LIGHTVU for the project. The use of the mount (or design) for any other products or services is prohibited. LIGHTVU shall not be liable for such use and all warranty shall be deemed void.
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- 9. Ensure that all instructions for installation are met as shown in these drawings. If questions or concerns arise, it is the responsibility of the contractor to contact LIGHTVU for resolution.



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Specifications

Video Controller VX2U

Rev1.0.3 NS160100377

Overview ——

VX2U is a professional LED display controller of NovaStar. Besides having all the functions of an LED display controller, it also features powerful front end video processing. With high image quality and flexible image control, VX2U is able to meet the demands of media industry.

Features _____

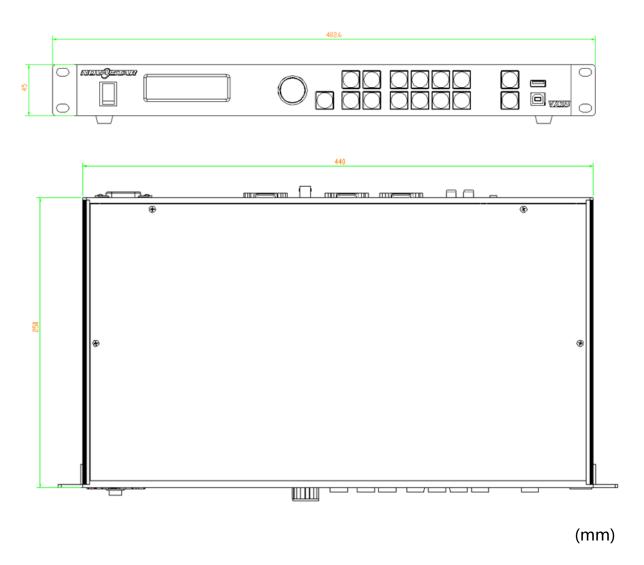
- The inputs of VX2U include CVBS×2, VGA×2, DVI×1, HDMI×1, DP×

 and USB×1. The supported input resolution is up to 1920×
 1200@60Hz. The input images of VX2U can be zoomed
 point-to-point according to the resolution of LED display.
- 2) With seamless quick switch and fade-in/ fade-out effects to enhance and present pictures of professional quality.
- 3) The location and size of PIP (Picture in Picture) can be adjusted, which can be controlled at will.
- 4) Adopts Nova G4 engine. The screen is stable and flicker free without scanning lines. Images are exquisite and have a good sense of depth.
- 5) Able to implement white balance calibration and color gamut mapping based on different features of LEDs used by screens to

- ensure restoration of true colors.
- 6) HDMI/external independent audio input.
- 7) Supports high-bit video input, 10bit/8bit.
- 8) Loading capacity of video output: 1.3 million pixels.
- 9) Supports multiple controller montage for loading huge screen;
- 10) Supports Nova's new-generation pixel-by-pixel calibration technology and the calibration is fast and efficient.
- 11) Computer software for system configuration is not necessary. The system can be configured by one knob and one button. All can be done just by fingers. That's what we called **Touch Track**.
- 12) Adopts an innovative design to implement smart configuration.

 Screen settings can be completed within 30 seconds, which has greatly shorten the preparation time.
- 13) With an intuitive LCD interface and clear button indicator lights to simplify the control of the system.

Dimensions-



Appearance

Front panel



- 1: Power switch
- ②: Operation screen
- **③: Knob:** Pressing the knob indicates Enter or OK and rotating the knob means selection or adjustment.
- **4: ESC:** Escape current operation or option.

⑤: Four control shortcuts

PIP: PIP turn-on/turn off. The lighting of this key represents the turn-on of PIP; otherwise, PIP is turned off.

SCALE: Picture zoom turn-on/turn off. The lighting of this key represents the turn-on of zoom function; otherwise, zoom function is unavailable.

MODE: Shortcut menu of loading or storage of display model. The key is light when entering the model or shortcut menu, in case of exiting, the key is not bright.

TEST: Shortcut key of turn-on/turn-off of testing picture. In case of entering testing picture, the key is bright; otherwise, the key is not bright.

Shortcuts for switching of 8 signal input sources
Press to set as main screen input source, and long press to set as PIP input source. The setting result can be viewed on the operation screen while setting.

Note:

You can enter numbers, such as layer size and offset value, by pressing the number buttons. The number button will be highlighted after pressed.

7: Function keys

TAKE: Shortcut for screen switching. After pressing TAKE key, PIP will be enabled. Switching between MAIN and PIP will be realized after it is enabled. **Fn:** Custom shortcut.

(8): Flat mouth (Type A USB) is USB interface for connecting USB drive;
Square mouth (Type B USB) is USB control interface to connect PC for communication.

Rear Panel



Tips: In order to improve user's experience, the layout of the interfaces may be adjusted a little. The figure above is only for reference.

Inputs		
Audio	Audio Input	
DP	DP Input	
HDMI	HDMI Input	
USB	USB Input	
DVI	DVI Input	
VGA1~VGA2	2-Channel VGA Inputs	
CVBS1~CVBS2	PAL/NTSC System Composite	
CVD31~CVD32	Video Input	
Outputs		
DVI LOOP	DVI Loop Output	
Monitor -DVI OUT1	DVI Monitoring Interface 1	
Monitor -DVI OUT2	DVI Monitoring Interface 2	
LED Out 1, 2	2 Gigabit Ethernet outputs. Only Ethernet port 1 supports audio output. When the multifunction card is connected for audio decoding, the multifunction card must be connected to the Ethernet port 1.	
Control		
ETHERNET	Ethernet Control (Connect PC for	
EIMERINEI	communication or access network)	
Square mouth(Type B USB)	USB Control (Connect PC for communication or	
Square mountifype b OSB)	USB cascade input)	
Flat mouth(Type A USB)	USB cascade output	
Power		
AC 100-240V ~ 50/60Hz	AC power interface	

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Tip: Type A USB interfaces on both the front and rear panel are not allowed to connect PC directly.

Specifications —

Input Index					
Port	Qty	Resolution Specifications			
CVBS	2	PAL/NTSC			
VGA	2	VESA Standard, support max. 1920×1200@60Hz input			
DVI	1	VESA Standard (support 1080i input), support HDCP			
USB	1	Multimedia file formats: avi, mp4, mpg, mkv, mov and vob Image file formats: jpg, jpeg, bmp and png Multimedia coding formats: MJPEG, MPEG-1, MPEG-2, MPEG-4, DivX, H.264, Xvid			
HDMI	1	EIA/CEA-861 standard, in accordance with HDMI-1.3 standard, support HDCP			
DP	1	VESA Standard			

Output Index					
Port	Qty	Resolution Specifications			
DVI LOOP	1	Consistent with DVI input			
DVI	2	Monitoring output connector Up to 1920×1200@60Hz output resolution			
LED OUT	2	2 Gigabit Ethernet outputs. Only Ethernet port 1 supports audio output. When the multifunction card is connected for audio decoding, the multifunction card must be connected to the Ethernet port 1. Maximum horizontal resolution is 3840 pixels. Maximum vertical resolution is 1920 pixels.			

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Overall Specifications					
Input Power	AC100 ~ 240VAC, 50/60Hz				
Overall Power Consumption	25W				
Operating Temperature	-20~60℃				
Dimensions	482.6×250×45 (mm)				
Weight	2.55 Kg				

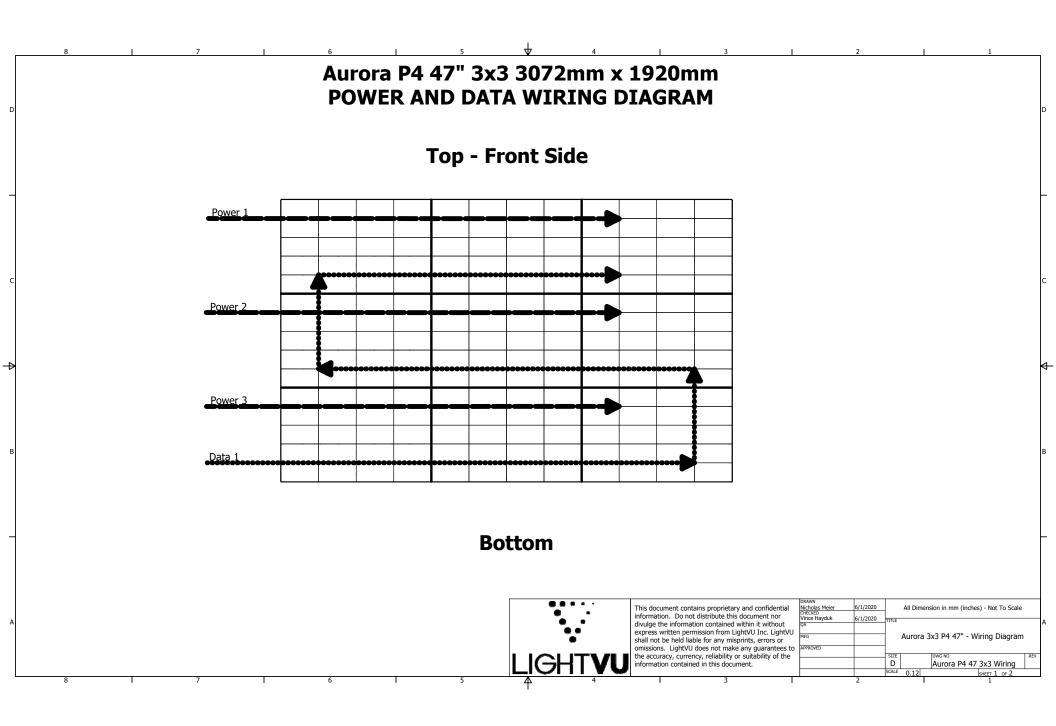
Appendix

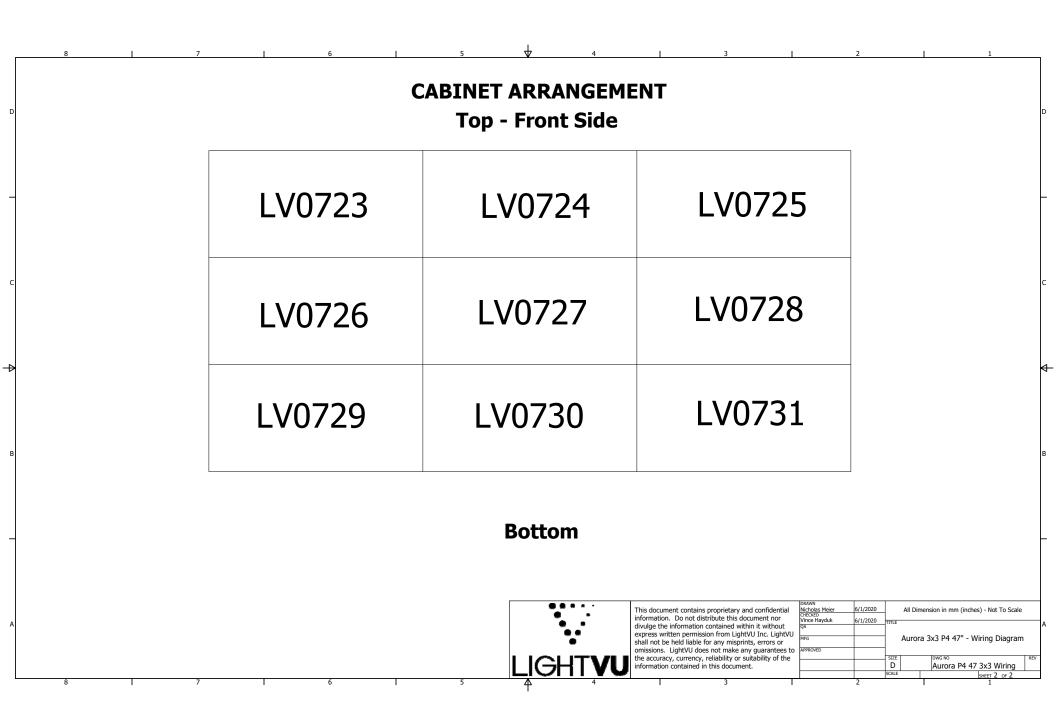
Conflict list of PIP signal sources

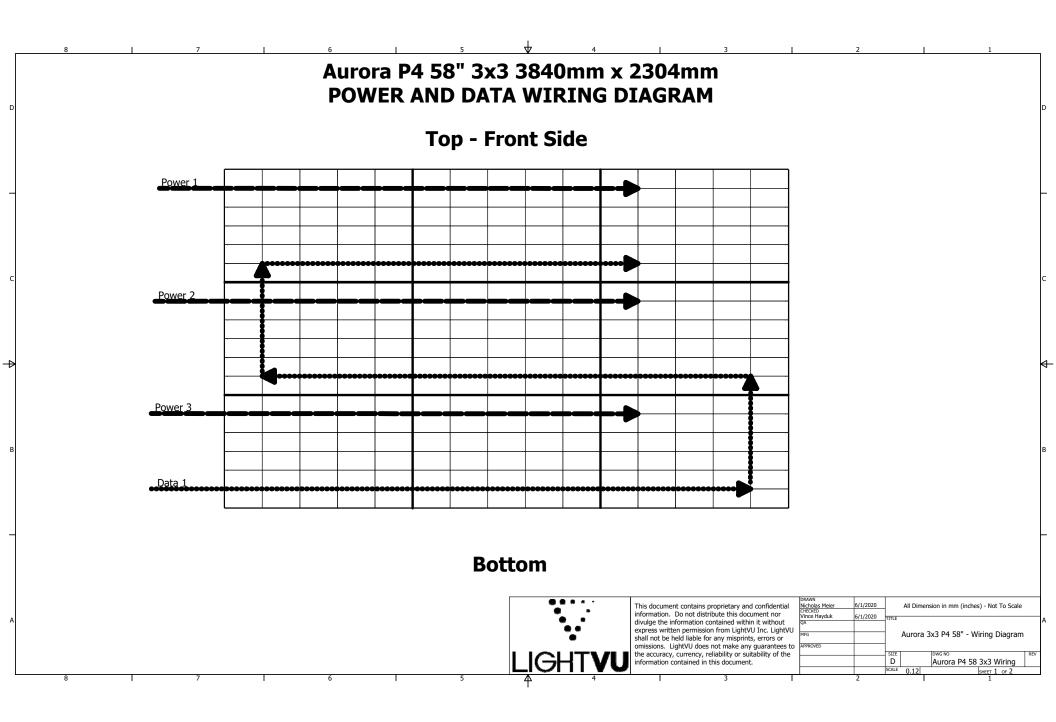
		Input Source of Main Channel								
		HDMI	DVI	VGA1	VGA2	CVBS1	CVBS2	USB	DP	
	HDMI		×	√	√	√	√	√	√	
	DVI	×		√	√	√	√	√	√	
	VGA1	√	√		×	√	√	√	√	
PIP	VGA2	√	√	×		√	√	√	√	
Input Source	CVBS1	√	√	√	√		×	√	√	
	CVBS2	√	√	√	√	×		√	√	
	USB	√	√	√	√	√	√		√	
	DP	√	√	√	V	√	√	√		

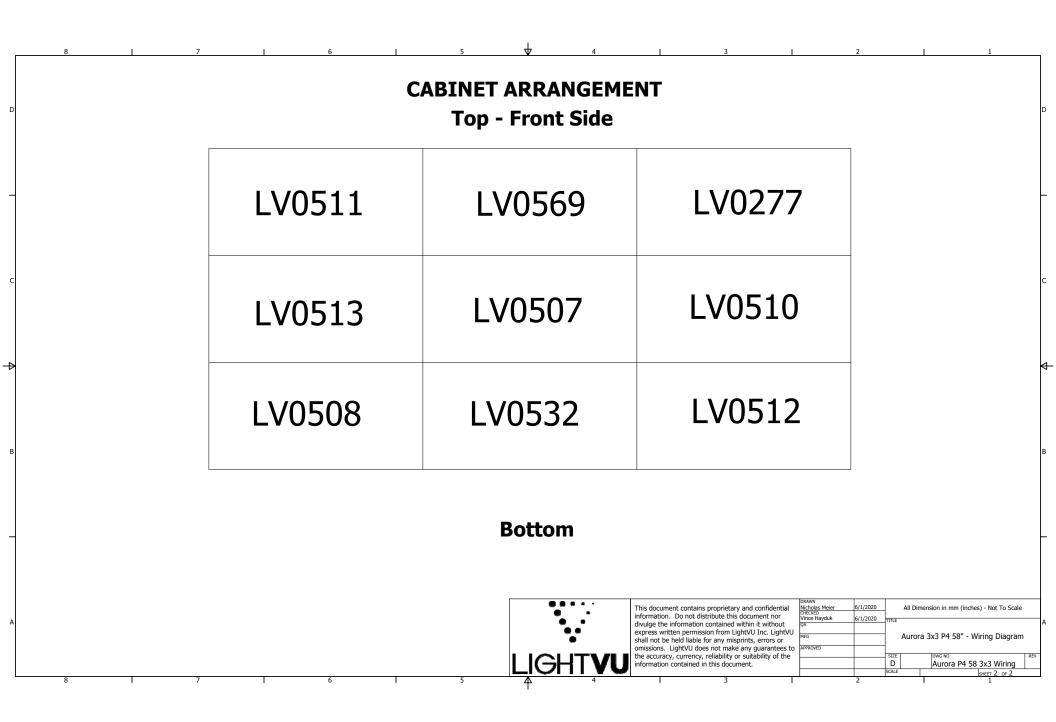
- $\bullet \quad \forall$ denotes the input sources can be used by both the main screen and PIP at the same time.
- x denotes the input sources cannot be used by both the main screen and
 PIP at the same time.
- Gray denotes the main screen and PIP use the same input source.

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4.4 Warranty Information

- 5 year manufacturer warranty
 - 1 year service contract



Services and Support

Global Support and Maintenance

AVI-SPL's Global Support and Maintenance offerings provide world-class services designed to help you achieve the most uptime and the best return on investment (ROI) from your technology. We apply our 40 years of experience with 700+ manufacturer technologies to be the services partner you can count on.

Our offering provides positive business outcomes by ensuring your collaboration technology solutions work as expected for end users. Support minimizes system downtime and maximizes system performance, meeting your organization's collaboration objectives.

AVI-SPL provides 24x7 support and certifications in a diverse set of competencies that cover your entire organization. With 800+ full-time employees dedicated to service delivery distributed between our four GSOCs and local offices around the world, we have the ability to meet your local and global needs.

Service Levels Available:

	Essential (T&M)	Enhanced	Elite
Unlimited Remote Help Desk, 24x7		•	•
Unlimited Onsite Support, 8x5			•
In Manufacturer-Warranty Hardware	•	•	•

Support Services are provided on a per-room or per-project basis.

Essential (Time and Materials)

Full suite of Global Support offerings available in a noncontract form, all billable at standard AVI-SPL rates.

Billable Offerings:

- Remote Help Desk, 24x7 Specialist Remote Support
- On-site Technical Dispatch
- Parts Repair and Replacement

Enhanced

- Offers unlimited remote help desk support available 24x7x365.
- Facilitates the repair or replacement of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for hardware covered by manufacturer program.
- Use of online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested.



Elite

- Repair or replacement programs of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for manufacturer program covered hardware.
- Insight into an online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested

AVI-SPL Global Support and Maintenance PLUS Options

Plus Options are available at an additional cost.

Our Global Support and Maintenance PLUS Options are additions to the standard offering, customized to your unique environment. PLUS options allow us to take on more of the risk associated with aging equipment, help prevent unexpected expenses, and provide an accelerated on-site response time to get spaces up and running. Add one or multiple options to enable the flexibility needed.

Extended Hardware Warranty	Corrective Maintenance Visit	
Accelerated Onsite Response: 4 Hour or Next Business Day	Loaner Equipment	
Preventative Maintenance Check	Consumable Replacement	

Extended Hardware Warranty*

We cover repair or replacement cost of malfunctioning equipment. Unforeseen expenses drop significantly as we assume the risk of replacement parts of aging equipment.

Enhanced On-site Response

Optional Next Business Day or four-hour on-site response (each purchased separately) provide the fastest response possible to keep mission-critical situations from escalating.

Preventative Maintenance Check

Discover a potential issue before a meeting. On-site visits work around scheduled use of space to ensure equipment is kept in optimal operating conditions. On-site technicians complete a standard checklist and make recommendations to enhance reliability, features, and security.

 New Offering: Add a sanitizing deep clean to your preventative maintenance visit. Our manufacturer-approved sanitizing methods ensure your surfaces are safe while not damaging your technology.

^{*}Owner Furnished Equipment not Included

^{*}Not available in all areas. Subject to AVI-SPL approval



Corrective Maintenance Visit

On-site maintenance visits can be purchased up-front and scheduled after a fault has been found to resolve a hardware or software issue and bring the room back to operating specifications.

Consumable Replacement

Proper maintenance is essential to ensuring equipment reaches it maximum lifespan. Mitigate unknown expenses by including high-volume points of failure (examples include: lamps, bulbs, filters, fuses, batteries).

*Not available in all areas. Subject to AVI-SPL approval

Managed Services

AVI-SPL's Managed Services provides technical know-how and purpose-built management tools that **improve the user experience**, **increase reliability**, and **reduce IT administrative cost** for collaboration environments of all sizes and complexity.

Collaboration technologies are rapidly evolving. Demands for easy-to-use and reliable communication tools are increasing

exponentially. IT teams struggle to support a landscape of platforms, cloud services, room technologies, and solution-based management tools that continuously change. AVI-SPL's Managed Services solves these IT team challenges, providing the technical specialists and a holistic management tool. This streamlines management, improves support responsiveness, and aligns the specific technical expertise needed to ensure your business communications tools are available when you need them.

AVI-SPL's Managed Services is a cloud-based solution with Global Service Operations Centers (GSOC) distributed across the globe. Our team of audio-visual and UCC-certified technicians operate 7x24x365 and follow ITIL best practices. Powered by AVI-SPL Symphony, this team supports the world's largest and most complex collaboration environments.

Symphony is AVI-SPL's proprietary user experience management application. Architected from its core to be extendable, scalable, vendor agnostic, and secure, Symphony is the dynamic management application that responds to the collaboration challenges of today

AVI-SPL Symphony

AVI-SPL Symphony

END USER ADOPTION

AVI-SPL Symphony

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AVI-SPL Symphony

and tomorrow. Combining our 40+ years of collaboration experience with the power of single-pane insight enables AVI-SPL to improve the collaboration experience and deliver the reliable business benefits expected from your investment.

All of this with a year-over-year customer satisfaction rating average of 94%.

Managed Services Starter Package

AVI-SPL's Managed Services solution includes **device monitoring and control, reporting, analytics,** and **technical incident management support services**. Because it is a cloud-based solution, deployment is both easy and flexible. The Symphony



platform allows for configurable parameters to accommodate workflow, environment, interface, and incident management processes to meet your desired experiences and environments.

Inherently scalable, Managed Services is offered as a comprehensive starter package consisting of the core technical support services and software-based toolsets necessary for a successful collaboration experience. The starter package, available with flexible term options, supports up to 25 rooms inclusive of all audio-visual and video conferencing room devices. Our Managed Services can easily scale to support additional rooms, infrastructure devices, third-party integration, third-party cloud administration services, and full-featured video conferencing support and conference automation.

Symphony monitors all IP-enabled room devices, including AV and video conferencing devices, persistently verifying equipment is ready for use and operating within desired parameters.

When a threshold-based condition is detected, Symphony generates an alert and corresponding ticket. The global AVI-SPL technical help desk performs its investigation and manages the incident through resolution.

Symphony provides management reporting and analytics for real-time insights into inventory, users, incidents, and usage. Our services managers work directly with customer-service owners and stakeholders to foster continual improvement in their management philosophy, and proactively identify experience, environment, and cost optimization opportunities.

Starter Package Included Services

- Room monitoring and control up to 25 rooms
- Alerting, ticking and incident management
- Portal reporting and analytics
- Symphony cloud connector
- Remote connectivity services

Included Customizations

- Customized portal and email logos
- User registration process
- Monitoring thresholds and restrictions
- LDAP integration for single sign on

Service with Insight

AVI-SPL's Managed Services Service includes a robust suite of online analytics and reporting available on a 7x24 basis. Access to reports is controlled by individual user account, and permissions can be granted by the AVI-SPL help desk or by any customer user who is set up as an account administrator.

- Analytics display data in a dashboard format, providing a visual representation of the data in chart/graph format.
 Flexible date ranges are supported. Each chart is dynamically customizable, with options to change visualization type, filtering, and, where applicable, drill down/drill up features. Full dashboards or individual dashboard charts can be copied or printed.
- **Reports** display data in a traditional report tabular format. Data can be manipulated within the report to sort, filter, and change date range criteria. Data can be copied from the interface or exported into a .xlsx or .csv format.

Service Management Support

The AVI-SPL Account team is responsible for assuring customer satisfaction and provides the following account team resources:

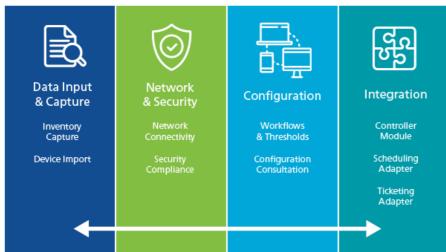


- Account Manager (AM) responsible for the overall customer relationship, the account manager ensures AVI-SPL
 solutions meet customer business needs. Account managers provide life cycle relationship management, working
 to ensure the solution evolves with changing environments as well as with customer collaboration support
 strategies.
- **Service Delivery Manager (SDM)** responsible for ongoing service quality assurance, the SDM provides direct customer support for service billing inquiries, subscription monitoring, Symphony release and maintenance notifications, service performance monitoring, reporting, and end-user web-based training.

Symphony - Simple from the Start

Every Symphony subscription service is assigned an AVI-SPL project manager and service readiness engineer to ensure your success during the first 90 days of service transition.

The project manager will provide you with expert guidance. They will assist you with gathering the required service



information and with configuring your Symphony environment so that it aligns with your business rules.

Our project management team is your single point of contact for data, network and security, and configuration. Our complete integration management ensures our project resources are coordinated and aligned with your project stakeholders.

Managed Services: Available Options

Private Cloud

Managed Services Private Cloud provides an exclusive cloud environment dedicated to the subscribed customer. Hosted in AWS, Managed Services Private Cloud offers enhanced security, flexibility, and data control. Based on customer need, private cloud instances may be hosted in North America or EMEA.

Additional Rooms

Symphony scales to any size environment. Room subscriptions can be added at any time, with package options for an additional 25, 100 or 250 rooms.



Infrastructure Monitoring and Support

Add infrastructure devices for monitoring and support and control to the Starter Package subscription. The infrastructure license provides monitoring and support services for up to 10 infrastructure devices, including video bridge and call control devices.

Ticket Adapter License

Integrate your support workflow seamlessly with the Symphony Ticket Adapter License (TAL). TAL provides bi-directional synchronization of tickets between Symphony and third-party ticketing systems like ServiceNow and Salesforce.com.

Scheduling Adapter License

Simplify room and conferencing scheduling with the Symphony Schedule Adapter License (SAL). SAL provides unidirectional calendaring integration between Symphony and third-party scheduling systems, including Office 365.

Automated Conferencing

Symphony delivers a robust suite of conference automation capabilities, including web-based reservations and automated conference launching that includes special handling rules for VIP conferences.

Producer Attended Conferencing

For solutions that include video bridging infrastructure, the customer can schedule a live AVI-SPL conference producer for a setup meet-and-greet, or to be present throughout your entire conference.

Conference Recording Services

Conference recording is available on a conference-by-conference basis for any scheduled producer-attended conferencing. Conference recording is enabled from the AVI-SPL cloud with no hardware or software requirements for the customer. Recording fees are based on a pay-as-you-go hourly basis. Recordings are hosted for 30 days, during which time they are available for streaming and downloading.

Cloud Video Bridging Services

Cloud Video Bridging Services is ideal for customers who do not wish to invest in video infrastructure or who are looking migrate to Infrastructure as a Service (IaaS) solutions. Managed Services customers who subscribe to Cloud Video Bridging Services can elect from a usage or flat rate billing program. Conference support options include fully automated or high-touch attended conference on a conference-by-conference basis. Either conference experience is supported on a 7x24 basis by a live technical help desk for in-conference assistance.

Connectivity and Security Options

While going to the cloud is a significant business trend, not all organizations allow connectivity over the public internet. AVI-SPL offers a variety of secure connectivity options, including IPSec VPN connections or network termination services for customer-supplied dedicated circuits.

End-User Training

Remote end user training is an available option for purchase by SYaaS customers. End-user training is delivered via webinar for up to 25 participants.



Leasing Through AVI-SPL

With the power of <u>AVI-SPL's Global Financial Services</u> on your side, you'll reduce the total cost of ownership of the technology solutions you rely on for business success. By financing your technology through our leasing program, you minimize costs while conserving capital for daily business needs and other strategic investments.

Your hardware, software, support, and services can be combined into one convenient, predictable monthly payment. And you can refresh to new technology that matches your future business needs while avoiding expensive support renewals.



AVI-SPL Symphony: User Experience Management Application

AVI-SPL Symphony is a User Experience Management Application for collaboration technologies that simplifies user engagement, improves meeting success, and enables business outcomes. It is a multi-tenant cloud-based application, focused on monitoring, controlling, scheduling, ticketing, and analyzing of the supporting meeting technology estate within your organization. Deploying Symphony provides an integrated end-to-end collaboration workflow, a single-pane view into the supporting technology estate, and actionable business intelligence. This drives the desired user experience and adoption.

Symphony's simple, clean interfaces provide in-depth looks into the system to easily identify problems and troubleshoot and resolve system issues. Proactive management enables you to save the meeting before end users are impacted. Analytics enable problem management, root cause analysis, and other actionable business intelligence to enable your organization to make improvements with confidence.

Providing the deepest look into complete environments, Symphony natively integrates with a variety of devices to provide rich monitoring, ticketing applications, and scheduling applications.

Highlights of the Symphony application include:

Integrated Workflow



Activate services from your native workflow. Symphony combines trouble tickets, scheduling, and cloud video service launching into a centralized operation. Integrating with third-party applications and platforms delivers a global lens into your investments and provides a seamless meeting experience.

Single-Pane View



View your entire environment – not just a piece of it – from one portal. With the vast number of manufacturers being deployed in a collaboration environment, management of technologies is resulting in technical resources and administrators operating different tools depending on the technologies in place. With a single portal to see the health, scheduling, and ticketing of rooms, you can proactively monitor and resolve before meetings and users are impacted.



Actionable Business Intelligence

Technology investments are targeted to enable business success. It's important that you know where your teams are engaging with technology, how your technology is fairing, and that you're maximizing technology and real estate investment. Symphony provides the data behind your environments – you'll be able to see if your teams prefer huddle spaces in San Diego or conference rooms in Boston.



Technology Training

When investing in technology, you need to ensure adoption and utilization by your workforce to maximize ROI. We want your deployment to be a success and engagement an enjoyable experience for your end user. Each company has unique needs and workforce composition, so each training approach will be custom designed to your company.

Trainings utilize a variety of methods, including:

- In-Person Trainings
- Video Trainings
- Post-Training Video Refreshers
- Assessment and Feedback Surveys
- · Quick Reference Guides

Collaboration Services

AVI-SPL's Cloud Collaboration Services empower the people in your organization to work effectively together by providing useful, reliable, and intuitive communication tools. This goal is made even easier through collaboration services that do away with the need to purchase infrastructure and that put the power of collaboration in the hands of your team members. These services include:

- Hosted Infrastructure Services (registration and call control)
- Concierge scheduling and production of your video conferencing calls through our Symphony® user experience management application
- Virtual Meeting Room, a self-service video collaboration solution



Corporate Overview

Your Digital Workplace Services Partner

AVI-SPL is a digital workplace services provider that helps organizations around the world improve their team collaboration and business value through collaboration solutions. From offices in North America, Europe and the Middle East, and through a worldwide network of engineering resources, we deliver transformative solutions and services vital to the success of your organization.

We design, deploy, manage and support the systems and environments that empower meaningful communication and collaboration. Through this transformation, we help you improve workflows and the user experience while also easing the manageability of your technology solutions.

AVI-SPL works diligently to be a single, reliable resource for improving your organization's ability to communicate and collaborate. Through partnerships with highly regarded collaboration companies, construction firms, architects, and consultants, we design, build, integrate, manage and support solutions, systems, and experiences that deliver state-of-the-art communications and collaboration. No other company can match our ability to handle every aspect of your integration project, from understanding your goals to providing ongoing support. When you partner with AVI-SPL, you're working with:

A Partner Working in Your Interests

- Experienced and financially stable technology contractor with a global operational delivery model.
- Providing innovative, award-winning solutions that are effective and aligned with your needs. Our solutions reflect the trends and technologies shaping professional collaboration and the workplace.

A Knowledgeable Collaborator

- Most qualified team of engineers and technicians in the industry.
- In-house capabilities to design, install and manage complex audio, video, collaboration and communication technologies.
- Certified to implement collaboration solutions from industry leaders like Microsoft, Poly, Cisco, NEC, and Crestron.

An Experienced Services Provider

- Wide-ranging technical integration capabilities, construction experience, and engineering resources to support projects of any scale and in environments as varied as stadiums, boardrooms, hospitals, and classrooms. Our experience spans over 40 years. We support our clients through our Global Service Operations Centers, which provide 24/7 help desk support.
- Expert engineering with the highest per capita number of technical employees of any AV solutions provider.
- Award-winning conferencing services that include customizable room and device monitoring, cloud-based scheduling and management for meeting rooms and the technology enabling them, and analytics reports that provide actionable business intelligence.

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC is the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

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We take your investment in collaborative solutions as seriously as you do. That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and that you get the return on investment you expect.

Our diverse portfolio features solutions in the corporate, education, and government sectors, including Fortune 500/Global 1000 boardrooms, military base operation centers, and education campuses. On most projects, we collaborate with architects, consultants, designers, and end users like you.

AVI-SPL's expertise includes partnerships with the industry's top technology providers, highly skilled and certified technicians, and comprehensive support that is setting the standard in the collaboration industry.

The hallmark of AVI-SPL's client success has been our ability to keep pace with the technology trends that drive the way businesses operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.

- 86% of Fortune 100 and 70% of Fortune 500 companies are AVI-SPL customers
- 120,000+ projects completed in 80 countries
- 12,000+ service contracts with 1,500 ticketed cases resolved each month
- 3,400+ employees in 57 offices across North America, Europe, and the Middle East
- Partnerships with the leading technology providers so we can craft the right solution for every client



Project Implementation Process

Integration Process

AVI-SPL is dedicated to giving you with technically sound, well-integrated, and user-friendly solutions. To that end, AVI-SPL utilizes a six-step process that ensures seamless communication and transition from project conception to project completion.

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

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

Phase I - Consultation

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

- Architectural Criteria
- Style of Meeting
- Visual Media
- Computer Display
- Audio Systems
- Audio Conferencing
- Video Conferencing
- Control options

- Static Display
- Supplemental (Multi-room tie-in, connection type, network interconnection, existing equipment)
- Schedule (design/construction documents, construction, AV installation, occupancy)
- Contacts (client, architect/interior designer, general contractor, other)

Phase II - Engineering & Design

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

The goals for this phase of the project are:

- Verify initial design concepts
- Verify location of all devices
- Validate the design's performance and concepts
- Provide any value engineering and performance enhancement recommendations
- Convert concept drawings to schematic, "build to" shop drawings

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 Submit final shop drawings and hardware list for approval prior to procurement and construction.

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

- Rack elevations
- Patch bay elevations

- Lighting fixture locations
- Custom assembly details



- Panel details
- Verification of conduit requirements
- Verification of junction box requirements
- Creation of fabrication documentation including wire numbers
- Verification of wire types

- Speaker cluster rigging design
- Creation of accurate hardware/bill of quantities (BOQ) list
- Create cut sheet books for hardware
- Items
- Provide other submittals as required

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

Phase III: Pre-Installation

AVI-SPL's senior procurement managers will begin procurement of the hardware required for the system. Procurement is prioritized between:

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

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

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

AVI-SPL's fabrication process includes:

- Quality control inspection of all hardware items prior to integration into the various systems
- Preparation of internal areas of the racks for installation of cabling
- Installation of internal rack power distribution systems
- Installation of hardware into the racks as shown on the rack elevation drawings
- Installation of internal rack wiring
- Verification of internal rack wiring and wire/cable numbering
- Installation of interconnection wiring between the racks
- Testing of individual racks

- Installation of control software
- Testing and operating of multiple racks as a complete system
- "Burn in" quality-control testing of multiple racks as a complete audio-visual system
- Initial modifications to show control software
- Acceptance of tested and "burned in" systems by the project manager and senior engineer
- Photographic documentation of racks and other hardware items
- Disassembly of racks in preparation for shipping and palletized as per AVI-SPL's custom shipping standards
- Delivery of the racks to the site via dedicated air ride trucks

The careful testing and "burn in" of the completed systems in the fabrication shop will prevent the likelihood of discrepancies encountered during the onsite installation and testing.



Phase IV: On-site Installation

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

- AVI-SPL Project Manager
- AVI-SPL Lead Installer
- Installation Personnel as necessary

When required, AVI-SPL provides:

- Senior Engineers
- Field Engineers
- Supplemental Field Technicians
- Test and Adjust Engineers
- Specialty Labor as required

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

Phase V: Commissioning, Testing, and Adjustments

During this phase, the complete testing and final adjustments of the systems are made. Our project manager coordinates with the project team as required to complete successful testing and tuning of the system, including testing far-end Customer Care connections. Our factory-trained service engineers travel to the job site to commission the system. All installation work is thoroughly checked prior to 'turn on.' Errors or problems are corrected, and all equipment is adjusted for optimal performance in accord with the project specifications.

The test and adjustment team consist of:

- Owner's Technical Representatives
- AVI-SPL's Project Manager

The result of phase V is the shortest possible final punch list. Our projects typically have short punch lists thanks to:

- Adherence to our quality assurance program
- Correcting site-specific problems as they are detected
- Installation of fully tested and "burned in" electronic hardware
- Termination into fully tested and verified cabling and far end connections

By adhering to these engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

Phase VI: Training - As Required

Training is available throughout the project. We recommend the owner's technical representative visit AVI-SPL's fabrication facility for initial familiarization with the system during the in-house testing phase. The fabrication manager will:

- Provide a comprehensive review of the system's hardware
- Review the system's cabling and wire numbering methods
- Discuss maintenance issues for the system
- Demonstrate initial operation of the system



The owner's technical team may observe how the system interconnects to the building's pre-installed cabling during installation and commissioning. Once the system is operational, we provide three levels of "hands on" training to the onsite operational personnel.

Training is provided to:

- System Operators (personnel who are qualified to operate the various systems)
- System Technicians (personnel who provide on-site maintenance to the systems)
- System Assistants (personnel who assist the operators and technicians)

AVI-SPL produces operator manuals and other documentation to support the systems as required.

Process Control & Documentation

Reports and documentation are all standardized. Reporting and documentation for all project activities are stored in a centralized database for efficient access by integral departments (purchasing, distribution, systems integrations, account management etc.). All systems integration projects are overseen by AVI-SPL's Chief Operating Officer (COO). The COO is responsible for overseeing all documentation and daily operational activities throughout our national systems integration network. Documentation and purchase orders are reviewed regularly by the corporate office.



4.5 Schedule

- IKO—One week after PO processed
- EKO—One week after IKO
- Product ordered one week after PO processed
- Installation and equipment delivery is TBD pending supply chain

4.6 Contract

AVI-SPL LLC agrees to sign an agreement with the Owner in the form of Exhibit B—AIA Document A105-2017.



Quality Assurance Commitment

AVI-SPL is committed to ensuring your satisfaction through quality products, design, integration, and exceptional service. Our project managers, engineers, and technicians are all trained to adhere to high standards. For larger projects, we assign a program manager who is accountable for the quality assurance and success of your project.

To ensure your project meets our high standards, we have developed an internal quality process based on recognized objectives:

- Assess business processes and propose and steer a sustainable communications plan.
- Apply best practices to engineering end-to-end solutions tailored to customer need and environment.
- **Build and test new systems** at our fabrication facilities for on-time delivery and integration at customer site under guidance of experienced project management team.
- Accelerate return on investment by fostering end-user adoption through training and documentation library.
- Ensure value with 24/7 help desk support, GSOC services, managed services and strategic on-site solutions.

We begin each project by taking the time to understand the needs of our clients. We then tailor our quality management oversight to meet those needs. Our program manager has the ultimate responsibility for quality management during the project.

Quality management has equal priority with deliverable execution, schedule management and cost control. We establish processes and procedures necessary to provide cost-effective services that are fully acceptable to our clients.

For larger projects, AVI-SPL follows processes of ensuring the project teams have the communication tools and processes to ensure a successful project for all.

Our Innovation Council has taken the lead in preparing a set of guidelines and templates for our sales team to work with so that you receive a clearly defined set of processes that will guide our work on your behalf.



Certifications and Training

Because AVI-SPL is committed to providing our clients with the highest level of service, we have established performance standards that reach beyond those of industry organizations. Before granting increased responsibilities to our technical staff, we enroll them in courses that ensure they have the skills to support your project.

AVI-SPL coursework includes AVIXA certifications such as CTS, CTS-I, and CTS-D, and technology-specific training from suppliers. Topics of study include digital signal processing, video conferencing, control systems, data networking, cloud collaboration, and many others that are essential to creating the systems that benefit organizations of all types.

All project managers have earned certifications based on Project Management Institute (PMI) standards. Our design engineers must be certified with a minimum of a CTS-D, and most have a BSEE degree. Programmers must be trained and certified by AMX or Crestron or both to obtain the position of senior programmer.

Our staff are continually receiving education from industry and manufacturer partners. We provide career ladders and advancement incentives, and we are happy to say that our employees are constantly growing, thriving, and advancing within AVI-SPL. With our teams at your call, you receive the benefit of certified staff who will deliver the best possible solution to your collaboration needs.

Our standards conform to the following trade and regulatory bodies:

- AQAV
- OSHA-Occupational Safety and Health Administration
- NFPA-National Fire Protection Agency
- NEC-National Electrical Code
- UL-Underwriters Lab
- AIA-American Institute of Architects
- CSI-Construction Specifications Institute
- AGC-Associated General Contractors
- SEI-Structural Engineering Institute
- GPN Certified Agent and Resale Host
- Express Foundation

Strategic Technology Partners

AVI-SPL's long-term relationships with the top manufacturers in the AV and collaboration industry translates into outstanding experiences for our clients. The volume of our work empowers us to choose the best manufacturers based on their product quality and customer service. Some of our preferred partners include:























































































AVI-SPL Corporate Certifications

We are authorized resellers of all products we sell. Our Preferred Partner Program ensures that we receive the best pricing, priority inventory, reduced shipping cost, and expedited warranty service. These benefits are passed on to you as an AVI-SPL customer.

A sampling of our manufacturers and certifications:

- AMX
- AVIXA
 - AV Provider of Excellence (APEx)
- Barco
- Biamp
- Bosch Security
 - Praesideo
 - Surveillance
 - Access Control
 - Network Video Recording
- C3
- o Accredited Employer
- Craft Training Champion
- Chief
- Cisco Premier Certified Partner
 - Cloud and Managed Services Premier Partner (CMSP)
 - Video and TelePresence as a Services (TPaaS)
 - TelePresence Video Master Partner ATP
 - Video Advanced Satellite Partner (Canada)
 - Video Advanced and Select Partner (U.K.)
 - Commercial Team Advisory Board for Collaboration
 - Advanced Collaboration Architecture Specialization
 - o Express Foundation Specialization
 - Small and Midsize Business
 Specialization (Canada and U.K.)

- ClearOne
- Crestron
 - o Elite Platinum Partner
 - Enterprise Alliance
- Crown
- Extron
- ISO 9001
- Kramer
- Microsoft
 - Gold Communications
 - Gold Project and Portfolio
 Management
 - Silver Windows and Devices
 - Surface Hub Authorized Reseller
- National Systems Contractor Association
 - o Tier 4
- NEC
- Poly
- Polycom Platinum Solution Advisor
- QSC
- Shure
- SMART
 - Platinum Service Partner
- Soundweb London
- Yamaha

Employee Certifications

Our employees hold a wide range of certifications from industry and manufacturer partners. A highlight of these certifications is listed here. If you require a certification not listed here, or further documentation, we will provide it to you upon request.

- AMX
 - o ACE Certified (Expert: Integration, Digital Signage, Programming, Installation, Design, RMS)
- Audinate
 - o Dante Level 1 & 2
- AVIXA
 - o 567 employees- CTS
 - o 54 employees- CTS-D
 - o 106 employees- CTS-I
 - o 24 employees- (CTS-D and CTS-I)
- Barco
 - o Specialist -Transform-N
- Biamp
 - o Vocia
 - o Audia
 - o Tesira, TesiraFORTE, TesiraSERVER, TesiraLUX
- Cisco
 - o Certified Design Associate (CCDA)
 - Certified DesignProfessional (CCDP)
 - Certified Network
 Professional (CCNP), CCNP
 Voice (CCNP-V)
 - o Sales Expert
- ClearOne

- o Technical Specialist
- CompTIA
 - o CompTIA Net+
 - o CompTIA A+
 - o CompTIA Security+
- Crestron
 - o Master Programmer
 - Certified Crestron
 Programmer (CCP, Silver, and Gold)
 - o Crestron SIMPL# and SIMPL#Pro Certification
 - o Master Technology Architect
 - Digital Media Networking Certification (M-NVX)
 - o DM Certified Designer– 4K (DMC-D-4K)
 - o DM Certified Engineer 4K (DMC-E-4K
 - o NVX
- Extron
 - o XTP Systems
 - o Certified Programmer
- ITIL
 - o V4
 - o IT Expert
- ISF Imaging Science Foundation
 - o Commercial Certification (ISF-C)

- LEED
 - o Advanced Professional
- Microsoft
 - o Certified Systems Engineer
 - o Certified Systems Administrator
 - o Certified Professional
 - Surface Hub Installation,
 Configuration, Technical
 Support, and Sales
- OSHA
 - o 10 and 30-Hour Safety
- Pexip
 - Certified Technology Expert
- Project Management
 Institute
 - o PMP
- Polycom
 - o PCVE
- QSC
 - o Q-SYS Level 1 & 2
- Shure
 - o Shure Systems Integration Level 1 & 2
- SIP School

SSCA – SIP School Certified Associate (Voice over IP



Office Locations

United States

Arizona

Phoenix

Tucson

California

Berkeley

Los Angeles

Sacramento

San Diego

San Francisco

Silicon Valley

Colorado

Denver

Denver VNOC

Florida

Ft. Lauderdale

Jacksonville

Orlando

Tampa (Global HQ)

Georgia

Atlanta

Illinois

Chicago

Maryland

Columbia

Massachusetts

Boston

VideoLink Boston

Michigan

Detroit

Grand Rapids

Minnesota

St. Paul

Nebraska

Omaha

New Hampshire

Nashua

New Mexico

Albuquerque

New York

New York

North Carolina

Charlotte

Durham

Greensboro

Ohio

Cleveland

Pennsylvania

Philadelphia

Pittsburgh

Tennessee

Memphis

Nashville

Texas

Austin

Dallas

Houston

Utah

Salt Lake City

Virginia/DC

Richmond

Sterling

Virginia Beach

Washington

Seattle

Wisconsin

Milwaukee

Canada

Alberta

Calgary

Edmonton

Nova Scotia

Halifax

Quebec

Montreal

Ontario

Ottawa

Toronto

Saskatchewan

Saskatoon

British Columbia

Vancouver

United Arab Emirates

Dubai

United Kingdom

London

(European Headquarters)

Germany

Frankfurt

APAC

Hong Kong

Singapore



Client List

We value our clients' trust and strive to earn it at every level of service.

Enterprise:





MAYER · BROWN





Financial:

























Government:

Ringling College of Art + Design

















Healthcare:















Hospitality:















Sports & Entertainment:











House of Worship:



Energy:



Technology:















Exclusive Programs

Strategic Accounts Program

AVI-SPL's Strategic Accounts Program provides access to exclusive benefits and dedicated team members to ensure workplace technology success. This accredited and award-winning program's mission is to establish and maintain a trusted advisor business partnership that produces mutual innovation and value co-creation, resulting in measurably improved outcomes for our designated strategic accounts.

From C-level executive sponsorship to a dedicated global team of account management, program management, and service delivery, our team provides the partnership you need to achieve technology success for facilities and employees in any location. Our unique ability to combine global oversight with local resources, centralized planning, standards management, and 24x7 support provide the best possible client experience.

Awards from the Strategic Account Management Association include:

- Outstanding Program of the Year
- Best quantification of Customer Value Solutions
- Customer Impact through digitalization

Self-Service Customer Purchasing Portals

AVI-SPL provides custom-branded, secure purchasing portals for our key accounts. Our team will customize your password-protected portal based on your specific business needs.

Self-service portals include:

- Place, track, and change orders
- Create document libraries
- Create and save technology standards or room templates
- Custom purchasing tools to:
- Upload and submit purchase orders
- Pay by credit card or purchase order
- Place tax-exempt orders directly from the custom catalog
- See order history
- Track spending

We also support punchout and hosted catalogs to centralize your company's purchasing and invoicing. Our custom catalogs integrate with major e-procurement portals, including Ariba, SciQuest, Perfect Commerce, SAP and more.



AVI-SPL in the Community

Minority Business Enterprise (MBE) Outreach

AVI-SPL recognizes the need for diversity through maximizing MBE participation in all areas of our business operations. AVI-SPL's Corporate Diversity Policy includes MBE outreach as well as financial support protocols.

AVI-SPL has identified a process to represent our Good Faith Effort to meet the MBE requirements set for our clients and our partners.

To reach these goals, we partner with associations that support MBE including:

- Professional Women in Construction (By State)
- Minority Supplier Development Council
- Association of Minority Contractors (By State)
- Division of Minority and Women's Business Development (By State)
- Equal Opportunity Review Commission (By State or City)

The minority firms we partner with can provide services and integration solutions. However, many of these firms lack the credit history that would allow them to bid on portions of the work that we do. They do not have the financial capacity to wait 30 to 60 days required for normal payment on large or continuous projects or opportunities.

In support of these partners, we offer:

- A lenient bonding position for MBE firms
- Assistance in payment terms
- Assistance in the accounts payable and purchasing areas

Environmental and Sustainability Initiatives

AVI-SPL LLC is a digital enablement solutions provider that designs, deploys, integrates, manages, and supports on-site and cloud-based communications and collaboration technologies for organizations around the globe.

We employ over 3,000 people who work across more than 50 locations, including our physical office spaces, help desk facilities, and warehouses. The company does not manufacture technology, but we can provide sustainability information for supported manufacturers upon request.

As a company, we believe in corporate social responsibility and we uphold a set of core values to be good corporate citizens. We are committed to environmental sustainability and conduct our business in a manner consistent with responsible practices that contribute to reducing overall carbon footprint and protecting our environment.





Initiatives and Processes

Through a multi-channel approach, we contribute to environmental sustainability in a variety of ways, including:

- Technologies that reduce carbon emissions: Enabling our own and our client's businesses with conferencing, collaboration, and event production technologies and infrastructure that eliminate the need for travel and associated carbon emissions.
 - Partnered with all major digital workplace systems manufacturers to design, deploy, and manage these systems for maximum return

• Waste reduction and management:

- Providing service plans and preventative maintenance to extend the useful life cycle of technology deployments
- Partnering with E-Smart Recycling to recycle end-of-life technologies and renew them to usable condition when possible; renewed technology is donated to after school programs
- Innovation with features through AVI-SPL Symphony™ that enables greater sustainability actions:
 - o Enable analytics for carbon emissions saved via video conferencing usage.
 - Automated workflows that automatically power down meeting room and conferencing hardware when not in use to maximize energy savings; this is enabled through integration with room occupancy sensors and control systems
- Ongoing sponsorship support of industry-wide sustainability initiatives

Additionally, we are taking steps within our organization to promote internal corporate sustainability, including:

- · Preferring resource-saving fixtures in our offices
- Utilizing building management tools to reduce energy usage
- Providing electric vehicle charging stations at many office facilities
- Company-wide days of service that include many environmental clean-up projects
- Reduction is use of plastic by providing filtered water stations and stainless steel water bottles

Understanding client needs regarding sustainability is crucial to our business success. Through our Customer Advisory Board, we directly solicit feedback from our clients on their goals, including environmental management. Applying this feedback to our designs, and providing it to our manufacturer partners directly, we shorten the product development loop to quickly bring energy-saving and sustainable products to market and utilization.

Technology only provides benefits when utilized. We are committed to growing our client's utilization of these technologies to provide full ROI of these systems, both financially and as part of their sustainability goals. From designing systems focused on the user experience, through Training and Adoption services to increase user comfort and knowledge, support policies that extend the useful life cycle of your systems, and our patented AVI-SPL Symphony user experience application, we promote sustainability throughout the full product life cycle. AVI-SPL Symphony provides proactive support to keep technologies online as well as actionable business intelligence demonstrating carbon and travel mile savings from video conferencing utilization.

Our corporate values include doing the right thing, and that includes working closely with our owner, architecture, and engineering partners to meet environmental goals. Our designers are trained in ensuring systems meet and exceed LEED standards when desired. Further, once a product reaches the end of its life cycle, we partner with E-Smart Recycling to reuse items in low-income after-school programs or recycle them once they are no longer useful. Learn more about our participation in this program here.

AVI-SPL has taken a variety of steps to become a more sustainable company throughout our operations. We prefer resource-saving fixtures in our offices, such as replacing water fountains with reusable bottle fillers. Our offices utilize a



variety of energy-saving fixtures, including occupancy sensors that turn off lights and audiovisual equipment when a room is not being utilized. Many offices offer electrical vehicle charging stations, and we encourage alternative commuting options such as bicycling.

We look forward to a sustainable future. We are glad you are taking this step with us.

Volunteer Initiatives

Since its founding, AVI-SPL has been committed to making a difference in the communities where we live and work, through both volunteer work and corporate donations. The AVI-SPL Community Relations Board meets on a monthly basis to share ideas about potential activities, generate strategic plans to maximize company effort and involvement and review incoming requests from within and outside of our organization to better our community. Some of the Community Relations Board outreach initiatives throughout the year include organizing food, clothing, toy and blood drives to support local charities, and assembling teams to work on Habitat for Humanity builds and food packaging events.



With support from AVI-SPL's executive management team, the AVI-SPL Employee Emergency Relief Fund was established as an independent non-profit organization; donations and distributions are tax deductible and tax; independent charter, board, and financials. Employees also donate PTO to a central pool for fellow employees to use in an emergency.

Awards and Recognition

Our knowledge pool, ability to design and execute functional and appealing systems, and post-install support are second to none. We have received a wide range of industry and manufacturer recognition, including:

2021

- Partner of the Year Finalist -- Microsoft Surface Hub Reseller of the Year
- Commercial Integration BEST Award for Immersive Experience (Microsoft Welcome Wall)
- Strategic Account Management Association Excellence Awards, Outstanding Mature SAM Program
- Samsung Blue Partner of the Year, Display Awards

2020

- Systems Contractor News, Top 50 Systems Integrators, Ranked #1
- AV Awards, International Integrator of the Year
- IMCCA, UC Industry Impact Award
- Commercial Integrator BEST Award for Large-Scale Control System (AVI-SPL Symphony)
- rAVe Readers' Choice Awards, Favorite AV Dealer
- AVIXA AV Experience Awards, Best Collaborative Experience (Klarman Hall at Harvard Business School)
- Strategic Account Management Association Excellence Awards, Outstanding Young SAM Program

2019

- Systems Contractor News, Top 50 Systems Integrators, Ranked #1
- AV Awards, AV Management and Control Technology of the Year (AVI-SPL Symphony)
- AV Awards, International Integrator of the Year
- Strategic Account Management Association Excellence Awards, Outstanding Young SAM Program
- Systems Contractor News, Most Innovative IoT Product (AVI-SPL Symphony)
- Commercial Integrator, Integration Award for Top Campus Technology (Harvard)

2018

- Systems Contractor News Top 50 Systems Integrators, Ranked #1
- Commercial Integrator Integration Award for Best Meeting Room Project Atmosphere Commercial Interiors
- Frost & Sullivan Global Managed Videoconferencing Service Growth Excellence Leadership Award
- Videxio Best Newcomer Americas
- JLL Supplier of Distinction Award Collaboration
- Samsung Platinum Partner of the Year
- Glassdoor Top 100 CEOs—John Zettel

2017

- Systems Contractor News Top 50 Systems Integrators, Ranked #1
- Commercial Integrator Integration Award for Best Corporate Campus Project—Zurich North America
- CRN Solution Provider 500, ranked #51

Associations

To remain an industry-leading provider, AVI-SPL is a member of multiple trade groups and associations:







































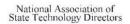


























Solutions for Every Digital Workplace Need

Collaboration Needs to Feel Natural

Not everyone works and collaborates in the same way. In order to ensure your system works for you, our team starts every project with listening to your wishes and needs, observing your work styles, and understanding your institutional requirements and future needs. Only then do we begin to design a system centered around your organization's culture and business goals. When technology blends seamlessly with your preferences and workflows, your organization is empowered to work smarter and receive the full benefit of your technology investment.

A number of components combine in the modern office, classroom, or other tech-enabled space to improve user and business outcomes:

• Team Collaboration

The face-to-face conversations of a traditional video conference call is greatly improved when it includes the kind of real-time content collaboration that we expect from our UCC applications. Today's environment of multiple consumption methods – smartphone, laptop, or room-based system – require a robust yet flexible video and collaboration system that accommodates the real time collaboration. As experts in traditional video conferencing, we combine traditional installed systems with UCC cloud conferencing for the ultimate in stable, secure, and high-quality team collaboration.

Sound Systems

"Can you hear me now" is great for commercials, but not so great when you are in a meeting and trying to work through an agenda. Our expert acoustic engineers will ensure that we are designing for the whole-room experience -- meeting volume needs and ensuring crisp, clear audio at every seat.

Combined AV + UCC Control and Management

Gone are the days of fumbling through a variety of remotes and pushing buttons until you find the one works. Today's modern offices and classrooms have simple, combined interfaces to control your audio, video, meeting connection, wireless sharing, lights, shades, and more. We design full-room solutions that consider each of these elements and provide you with a single location to control room functions. These interfaces generally combine with your video conferencing systems, and many require just a single touch to join calls.

Enterprise Video

Organizations that are empowered with enterprise video solutions and service can produce, distribute, manage, and analyze one-to-any live or on-demand video communications that inspire a video everywhere culture.

Digital Signage

Digital signage has been shown to drastically improve engagement. Whether you are looking to communicate to your workforce, student population, or the general public, we design systems that reach your audience with scheduled and up-to-the-minute content. Our content team will work with your marketing and communications teams to ensure consistent, high-quality content is available to maximize your signage investment.

• Holistic Approach to the Digital Workplace

Collaboration is not limited to huddle spaces, labs, or offices. Common areas, break rooms, and lobbies are all part of the experience. From showstopping video walls in outdoor common spaces to sound masking in open offices, we create full building solutions that communicate your value and allow your collaboration to cross walls and oceans.



Specialized Areas of Expertise

Large Venues and Auditoriums

We design, build, and support solutions that meet the requirements of large-scale or engineering-intensive AV integration projects across a wide range of environments, including sports arenas and performing arts centers. We have the experience and leadership needed to work efficiently with the different trades on a job site so that our engineers can complete their work quickly and correctly.

Notable Qualifications

- NSCA Advanced Sound Design
- Track record of delivering solutions in highly complex, high-profile environments

Network Operations Centers

AVI-SPL integrates video technology into mission-critical facilities for industries like aerospace, military, telecommunications, financial institutions, oil and gas, utilities, federal, state, and local governments and transportation. Our Control Room Group's whole-room approach takes into account sight lines, ergonomics, lighting, and types of information being monitored to create the right solution, within an environment that enables operators to have situational awareness so they can make timely decisions based on accurate, clearly presented information.

- Dedicated team of 50+ with certifications that include PMP, CTS, CTS-I, CTS-D and Top Security Clearance
- Manufacturer training in control system applications
- Active service of hundreds of control room installations across all vertical markets through 24/7/365 CRG help desk

Advanced Visualization and Simulation

Our advanced visualization and simulation solutions immerse learners in a safe, shared virtual environments that generate detailed renderings of concepts and engineering diagrams for virtual-reality testing environments, high-definition exploration, training simulation, data visualization, product development, and model manipulation.

Notable Qualifications

- Dedicated team that focuses on what your organization wants to accomplish
- 50+ highly trained, highly skilled people with credentials that include PMP, CTS, CTS-I, CTS-D and Top Security Clearance, as well as specialty manufacturer training in visualization applications
- Wide range of products and expertise for multi-channel display and computer solutions to achieve high-fidelity images on virtually any screen shape. Our team helped create the largest medical school simulation practice in the U.S.

Studio and Broadcast

AVI-SPL can produce your company's next all-hands town hall meeting; create exciting and compelling video content for your digital signage implementations; design, install and operate a state-of-the-art broadcast studio facility; or develop and produce branded communications for your organization that empowers you to reach a generation raised on YouTube and social media.



Notable Qualifications

- AVI-SPL company VideoLink specializes in live TV production and branded content 8,000 TV interviews a year.
- · Remote or on-site management of studio technology, including full-time on-site production support.
- HD and 4K live broadcast and post-production. Deep expertise in transmission.
- Patented ReadyCam Studio enables users to deploy and scale a remotely controlled, customized corporate video network that delivers low-latency, high-definition video anywhere in the world so you can respond to live TV requests and distribute executive communications.

Government Contract Sales

AVI-SPL has a variety of federal and state contracts to provide product sales, installation, and support. If your purchase requires any contract compliance, we will fully comply with those terms. If you require a contract for which we are not listed, please contact us to discuss other purchasing options.



Integration Inclusions & Exclusions

Inclusions

The following items are INCLUDED in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

- All equipment, wire and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming and testing.
- Documentation package including complete as-built AV system diagrams and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- User demonstration of full AV system operation for final sign-off.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

The following items are <u>EXCLUDED</u> from this proposal <u>unless specifically identified otherwise</u> within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching or finishing of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.



General Terms and Conditions

1. Applicability of Terms

1.1 These General Terms and Conditions (together with any addenda attached hereto and incorporated herein by this reference, the "Terms and Conditions") and the accompanying Audiovisual Solutions Proposal (the "Proposal") are the only terms and conditions which govern the sale of the equipment and any related software (the "Products") and services (the "Services") specified in the Proposal by AVI-SPL LLC ("Seller") to the buyer/customer identified in the Proposal ("Buyer"). Seller and Buyer may be individually referred to as a "Party" and collectively as "Parties."

1.2 The Terms and Conditions and the Proposal (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict or inconsistency between the General Terms and Conditions and any addendum, the addendum shall prevail to the extent of such conflict or inconsistency. In the event of a conflict between the Terms and Conditions and the Proposal, the Terms and Conditions shall prevail to the extent of such conflict or inconsistency. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Products and Services that are the subject of the Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with these Terms and Conditions.

2. Acceptance and Modification of Terms

2.1 This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this sub-Section 2.1 and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Buyer's signed acceptance of the Agreement, issuance of order against the Agreement, payment for any of the Products or Services contained in the Agreement, or receipt of the Products or Services contained in the Agreement, whichever occurs first, shall constitute Buyer's acceptance of this Agreement.

2.2 Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of Seller, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Seller. No relaxation, forbearance or indulgence by a Party in enforcing any of the terms and conditions of this Agreement or the granting of any time to the other Party shall prejudice or restrict the rights and powers of a Party hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

3.1 Seller will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date, subject to receipt of all necessary information from Buyer and Buyer's compliance with Seller's reasonable instructions for site readiness. Shipping and installation dates are approximate only, and Seller shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control and without its fault or negligence.

3.2 Any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence shall extend delivery and installation dates to the extent caused thereby. Seller will use reasonable efforts to timely notify Buyer in the event of a delay. Buyer shall reimburse the Seller its reasonable additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped by Seller's vendor, Seller will place the Products in storage and invoice Buyer the price of such Products, which will be promptly paid. Seller shall not be liable, and the Buyer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence, and Buyer shall accept such delayed performance by Seller. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

4. Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

5. Buyer in Arrears or Default

In the event Buyer is in arrears with any payment due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller. Upon notice to Buyer and without waiving any other rights or remedies to which it may be entitled, Seller shall have the right to suspend or terminate performance of the Services or delivery of the Products until payment of the amount in arrears is received, decide not to fulfill additional orders from Buyer and/or seek collection of all amounts due. Seller shall have no liability to Buyer for any such suspension or termination. In the event of any action by Seller to collect any amount not paid when due, Buyer will reimburse Seller for its costs of collection (including, without limitation, any reasonable attorneys' fees). In the event of Buyer's default, Seller may also, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

6. Title and Risk of Loss

6.1 Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable) and a purchase money



security interest retained by Seller in the Products sold and the proceeds thereof until payment of all amounts then due to Seller. Seller shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. Buyer agrees to reasonably cooperate with Seller in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Seller reasonably requests to protect its security interest.

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

7. Installation and Site Preparation

- 7.1 Installation (e.g. field assembly, interconnection, equipment calibration and checkout) is to be performed by the Seller's trained technical employees. The Seller shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Seller employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Seller is thereafter liable only for engineering supervision of installation.
- 7.2 The Seller shall reasonably coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Seller's work in progress is impeded by other trades and/or contractors (excluding the Seller's own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges, including labor, travel and other reasonable expenses, may result.
- 7.3 The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Seller's reasonable instructions, including the requirements specified in the Proposal. In no event shall the Seller be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise agreed in writing in the Proposal, Buyer shall provide the Seller with source code for any non-Seller programmed remote control system required to be modified under the terms of this Agreement.

8. Access to Project Site

- 8.1 The Buyer shall provide the Seller with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Seller with free access to the installation site for the purpose of preparation for installation.
- 8.2 Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

9. Warranty

- 9.1 Seller warrants that:
- (a) Immediately prior to delivery, it had good title to the Products, free from any lien or encumbrance unless otherwise specified;
- (b) For a period of ninety (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein;

- (c) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision of the Products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"); and
- (d) With respect to Services, Seller's personnel shall possess the requisite level of training, skill and experience to address the requisite tasks efficiently and will perform the Services provided hereunder in a professional and workmanlike manner consistent with generally accepted industry standards.
- 9.2 Seller shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Seller which, within the sole, reasonable judgment of the Seller, results in an adverse effect, including effects upon performance or reliability of the Products.
- 9.3 In order to make a warranty claim, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required.
- 9.4 Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

10. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify Seller as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with the Product specifications and operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with this Section 10, Seller's warranties and its obligations hereunder shall terminate without notice to Buyer.

11. Limitation of Liability and Exclusion of Damages

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE RELATIONSHIP AND/OR DEALINGS BETWEEN BUYER AND SELLER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. EXCEPT FOR SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY BUYER UNDER THIS AGREEMENT. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.



12. Taxes

12.1 Any and all taxes levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exemption certificate approved by Seller.

12.2 All payments to be made hereunder shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Buyer is compelled to make any such deduction, it will pay to Seller such additional amounts as are necessary to ensure receipt by Seller of the full amount which Seller would have received but for the deduction.

13. Confidentiality

13.1 Each Party may from time to time during the Agreement, in the course of discussions or dealings with each other, receive or learn, orally, visually or through any tangible medium, certain information regarding the other Party's business, including but not limited to, its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, intellectual property and other confidential or proprietary information ("Confidential Information"). Confidential Information does not include, and the restrictions in this Agreement shall not apply with respect to, information (i) possessed by or independently developed by the receiving Party prior to any disclosure, (ii) obtained from sources other than the disclosing Party, which sources had no obligation of confidentiality to disclosing Party with respect to the Confidential Information, or (iii) which is within the public domain when disclosed or becomes part of the public domain after disclosed to the receiving Party without fault on the part of the receiving Party. Seller's Confidential Information also includes the terms of this Agreement.

13.2 The Confidential Information of a Party belongs to that Party. The receiving Party will not disclose the Confidential Information of the disclosing Party to any third party without the disclosing Party's prior written consent. The receiving Party will not use the Confidential Information of the disclosing Party for any purpose not expressly permitted by this Agreement or to carry out the Services or the sale of Products, and will disclose the Confidential Information of the disclosing Party only to the employees or contractors of the receiving Party who have a need to know such Confidential Information for purposes of carrying out the Services or the sale of Products and who are under a duty of confidentiality no less restrictive than the receiving Party's duty hereunder. Receiving Party will protect the disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Receiving Party will, upon completion or termination of this Agreement or promptly upon request from the disclosing Party, return or destroy all Confidential Information of the disclosing Party, including any documents or materials that contain any Confidential Information of the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party (i) may retain one (1) copy of the disclosing Party's Confidential Information solely for archival, audit, disaster recovery, legal or regulatory purposes and (ii) will not be required to search archived electronic back-up files of its computer systems for the disclosing Party's Confidential Information in order to purge the disclosing Party's Confidential Information from its archived files; provided, however, that the receiving Party must (i) maintain its confidentiality under this Agreement as if it were still in effect, and

(ii) not use the retained Confidential Information of the disclosing Party for any other purpose.

13.4 The Parties recognize that a violation of this Section 13 can cause irreparable harm to the business of the disclosing Party that could not be adequately compensated by the payment of money damages and agree that the disclosing Party may seek injunctive relief against any actual or threatened breach of this Section 13 in addition to any other available legal and equitable remedies. The prevailing Party in any action to enforce this Section 13 shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees in addition to other relief granted in such action.

14. Force Majeure

Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

15. Return/Cancellation Policy

In the event Buyer wishes to return, cancel, exchange or terminate any Products based on reasons outside of Seller's control, including but not limited to Buyer's cancellation or termination of this Agreement or any portion thereof for its convenience, Buyer agrees, in addition to any other amounts due under this Agreement, to reimburse Seller at cost for (i) any and all third party cancellation/restocking fees incurred by Seller and (ii) where applicable, return shipping costs. Buyer understands and agrees that Seller may be unable to return certain Products to the manufacturer for a full refund or payment of a cancellation/restocking fee, including but not limited to Products that are custom or semi-custom, Products that have been removed from their original packaging and Products that have been in the possession of Buyer or stored by Seller for Buyer for an extended period of time. If Buyer wishes to return, cancel, exchange or terminate a Product due to reasons outside of Seller's reasonable control and Seller is unable to return the Product to the manufacturer for refund of full Product price or payment of a cancellation/restocking fee, Buyer shall be responsible for paying Seller the full Product price. If the non-returnable Product is in Seller's possession or is in transit from Seller's manufacturer, Seller will, if requested by Buyer within ten (10) days of Buyer's notice of return/cancellation/exchange/termination, deliver the Product to Buyer within a reasonable period of time following Buyer's payment of the full Product price and shipping costs.

16. Termination

16.1 Seller may, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Buyer breaches a material term of this Agreement (it being understood that Buyer's payment obligations shall constitute a material term) and such breach is not cured within thirty (30) days after written notice thereof. Seller may also, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written



notice if Buyer: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) fails on multiple occasions to pay any amounts when due, (iii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iv) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days. Upon Seller's termination of this Agreement for cause, without waiving or otherwise limiting any other remedies available to Seller under this Agreement, at law or in equity, Buyer shall become immediately liable for any outstanding charges for Products delivered and/or Services performed up to the date of termination, any third party restocking/cancellation fees incurred by Seller, and any interest on any and all past due charges as set forth in this Agreement.

16.2 Buyer may, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Seller breaches a material term of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Buyer may also, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Seller: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iii) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days.

16.3 Buyer may, upon written notice to Seller, terminate this Agreement for its convenience provided, however, that Seller shall be paid for all Products delivered and Services performed up to the effective date of termination (less amounts already paid) plus reimbursed at cost for any third party restocking/cancellation fees and, where applicable, return shipping costs, in accordance with Section 15. For any non-returnable items, Buyer shall pay Seller for the full Product price and, where applicable, shipping costs, in accordance with Section 15.

16.4 Upon any expiration or termination of this Agreement, in addition to any other provisions of this Agreement that state survival after termination or expiration of this Agreement, and notwithstanding expiration, completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion or termination, including without limitation provisions relating to warranties, governing law and jurisdiction, and confidentiality.

17. Governing Law and Jurisdiction

17.1 This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the non-prevailing Party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court.

17.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.

18. Miscellaneous

18.1 The Proposal shall be firm for the period shown on the face of the Proposal, subject to withdrawal or change by the Seller upon notice at any time prior to Buyer's acceptance. Notwithstanding the foregoing, the Seller shall have the right to amend the price of the Products to reflect current conditions that affect the price, including increase in raw material prices, and tariffs that had not been imposed at the time this Agreement was submitted to Buyer.

18.2 In providing the Products, Seller shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Buyer's agents or employees. Seller shall have complete charge and responsibility for personnel employed or engaged by Seller.

18.3 Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign this Agreement to any of its affiliates or any successor of all or substantially all of its business. Any attempted assignment or transfer in violation of this sub-Section 18.3 shall be null and void.

18.4 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall in no way be affected or impaired.

Buyer Acceptance	
Signed Name	Company Name
Printed Name, Title	Date



Addendum to General Terms and Conditions – Software License

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of control system integration and programming as more particularly described in this Addendum and the Proposal. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. License Grant and Ownership

- 1.1 Seller hereby grants to Buyer a worldwide, perpetual, non exclusive, non transferable license to all Software for its use in connection with the establishment, use, maintenance and modification of the control system implemented by Seller. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the control system as delivered by Seller and accepted by Buyer.
- 1.2 Except as expressly set forth in this paragraph, Seller shall at all times own all intellectual property rights to the Software. Any and all licenses, product warranties or service contracts provided by third parties in connection with the Software or control system in which such Software is implemented shall be delivered to Buyer for the sole benefit of Buyer.
- 1.3 Buyer may supply to Seller or allow Seller to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by Seller for any purposes other than those associated with delivery of the control system.

2. Copies, Modification and Use

- 2.1 Buyer may make copies of the Software solely for archival purposes and as required for modifications to the control system in which such Software is implemented. All copies and distribution of the Software shall remain within the direct control of Buyer and its representatives.
- 2.2 Buyer may make modifications to the source code version of the Software, if and only if the results of all such modifications are applied solely to the control system in which the Software is implemented. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use or distribution of the Software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the control system for Buyer's internal business needs.
- 2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the Software made by any party other than Seller or Seller's authorized personnel.

3. Warranties and Representations

- $3.1\,$ the Software and all intellectual property therein, are original to Seller or its third party licensors; and
- 3.2 the Software, as delivered by Seller as part of the control system, will not infringe or otherwise violate the intellectual property rights of any third party.

4. Indemnification

- 4.1 Seller hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that the Software as delivered by Seller or any intellectual property therein infringes or otherwise violates any rights of any such third party. In no event will Seller have any obligations under this provision in the event such infringement results from (i) use of the Software or control system in which it is implemented in violation of this Software License, (ii) modification or alteration of the Software or the control system in which it is implemented by someone other than Seller or Seller's authorized personnel, (iii) content or specifications provided by Buyer, or (iv) use of the Software or control system in which it is implemented in combination with any other software, hardware, services or other materials other than as provided by Seller or authorized in the applicable manufacturer specifications.
- 4.2 Buyer hereby indemnifies and shall defend and hold harmless Seller, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and third party licensors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the Software in contravention of the grant of rights in this Software License infringes or otherwise violates any rights of any such third party.
- 4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

5. Term and Termination

This Software License will automatically terminate upon the disassembly of the control system in which the Software is implemented, unless the control system is reassembled in its original configuration in another location. Seller may terminate this Software License upon notice for Buyer's failure to comply with any of the terms set forth in this Software License. Upon termination, Buyer is obligated to immediately destroy the Software, including all copies and modifications.



Addendum to General Terms and Conditions – Global Chip Shortage

Due to global semiconductor chip shortages, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Seller is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Seller will immediately bill Buyer upon placement of such order and Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. AVI-SPL will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to AVI-SPL's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.



Addendum to General Terms and Conditions - Support and Maintenance Services

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of support and maintenance services as more particularly described in this Addendum and the Support and Maintenance Services Description (collectively, the "Services"). Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. Definitions

This Addendum contains defined terms and acronyms. The following definitions shall apply:

"Help Desk" means Seller's 24x7 global help desk as described in the Support and Maintenance Services Description and this Addendum;

"In-Warranty Hardware" means the covered equipment has an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Manufacturer" means an entity that produces hardware and / or software;

"Out-of-Warranty Hardware" means the covered equipment does not have an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Software Options" means optional functionality or features of software that may be selected at the time of purchase or later, and for which separate charges are assessed;

"Software Update" means software for which the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the software in accordance with the published product specifications, and which is limited to those updates that the Manufacturer generally provides to its customers at no charge. Software Updates do not include Software Upgrades or Software Options;

"Software Upgrade" means new releases of the software which contains enhancements improving the functionality or capabilities of the software, which Manufacturer may make available to its customers. Software Upgrades do not include Software Options; and

"Support and Maintenance Services Description" means that portion of the Proposal detailing the Services being purchased by Buyer.

2. Services Description

The Services purchased by Buyer are detailed in the Support and Maintenance Services Description.

3. Services Orders

Following Seller's order confirmation, Buyer agrees to provide a contact name, contact email address, and telephone number at the service location(s). Standard response times and service level agreements are not guaranteed until such information is received by the Help Desk.

Products specifically identified in the proposal will be eligible for Services. If Buyer elects to purchase any additional or optional services or features, additional fee(s) will be invoiced separately with payment terms as specified for such services.

4. Services Term

The Services shall commence upon installation project completion or, for Stand-alone Services, upon Seller's confirmation of Buyer's order, and shall continue for the term

specified in the Proposal, unless earlier terminated. Installation projects containing multiple phases or being performed over extended periods may include multiple completion milestones / service commencement dates. The Services shall expire at the conclusion of the term specified in the Proposal, unless earlier terminated. Notwithstanding anything to the contrary in the Terms and Conditions, Seller reserves the right to postpone commencement of the Services, upon written notice to Buyer, in the event of any delays that prevent Seller from commencing the Services on the original commencement date. In such case, Seller will provide a new Services commencement date and the term of the Services will commence as of that date and continue for the term specified in the Proposal, notwithstanding any specific dates contained in the Agreement or any other purchase documents. Invoicing and payment will be adjusted to align with the new commencement date of the Services.

5. Services Availability

Help Desk remote support is available on a 24x7 basis.

Unless otherwise noted in the Support and Maintenance Services Description, the Seller's field service technicians are available Monday through Friday from 8 AM to 5 PM local standard time, excluding legal holidays. For Buyers with service locations in the United Arab Emirates, the Seller's field service technicians are available Sunday through Thursday from 8 AM to 5 PM local standard time, excluding legal holidays.

Requirements to provide Services prior to or after the agreed upon hours of support must be agreed to by both Parties in advance and in writing and additional fees may apply.

6. Third Party Services

Seller may make third party services available to Buyer. Seller offers no guarantees and assumes no responsibility or liability of any kind with respect to third party services.

7. Software Updates, Upgrades, and Options

The Help Desk will assist with the provision of Software Updates, Upgrades, or Options when necessary to resolve a reported issue and when made available by the Buyer or Manufacturer. Depending on Services elected, additional charges may apply for proactive management of Software Updates, Upgrades, or Options and when specialist or onsite support of these activities is requested or required. Seller will not be liable for any issues, damages or disruption arising from a Software Update, Upgrade, or Option released by a third party.

8. Replacement Parts

Standard program: In-Warranty Hardware will be eligible for repairs or replacement parts and the use of advanced replacement programs in accordance with the Manufacturer's published warranty program.

Replaced parts will become the property of Seller or the Manufacturer. If replacement activity is performed by Buyer, the replaced parts must be returned per the Seller's direction within five (5) business days of receipt of the replacement part; otherwise,



Buyer will be invoiced the full list price for the replaced part.

Depending on Services elected, additional charges may apply for onsite support of In-Warranty Hardware parts repair or replacement. Out-of-Warranty Hardware or other parts repair or replacement deemed to be out-of-warranty will be considered billable activity.

Optional program: Buyers who elect an extended hardware warranty as a component of their Services are eligible for repairs or replacement parts for Out-of-Warranty Hardware. The inclusion of this coverage must be incorporated into the Support and Maintenance Services Description and is further described therein.

9. Service Level Agreement

Help Desk response: Seller's Help Desk will provide an average speed of answer of sixty (60) seconds for support calls and will respond to new service requests made via email or web portal to its Help Desk within four (4) hours with case assignment notification.

Upon the Help Desk's determination that a dispatch is required, Seller's field service technicians will provide the onsite response aligned to the service level elected in the Support and Maintenance Services Description. The ability to meet this service level may be impacted by the Buyer's room availability, the requirement for replacement parts, and the reliance on a Buyer's third-party.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

Priority 1 – core business or technology functionality unavailable resulting in work stoppage or significant impact to user experience

Priority 2 – a loss in functionality that compromises but does not prevent work completion or have significant impact to user experience

Priority 3 – issue that does not compromise work completion and therefore does not require immediate attention

Priority 4 – issue that can be scheduled such as a maintenance activity or scheduled replacement

10. Services Exclusions

Unless otherwise specified in the Support and Maintenance Services Description, Services do not cover any of the following: (i) electrical work and / or in-house cabling; (ii) repair or replacement resulting from natural disaster, fire, accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, Buyer-provided network, or failure of the installation site to conform to Manufacturer specifications; or resulting from use other than intended purposes; or resulting from use with items not provided or approved by Seller; or resulting from the performance of maintenance or the attempted repair by persons other than Seller's employees or persons authorized by Seller; (iii) repair or replacement excluded by or no longer covered by the Manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items; (v) relocation services, or the addition or removal of items from or to other devices not furnished by Seller; (vi) damage to displays caused by screen burnout or image "burn-in"; and (vii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Seller including coverage for Buyerfurnished product unless specifically listed as covered product.

Any modifications and / or additions made without Seller's prior written approval are

at Buyer's sole risk and expense. If, in Seller's reasonable discretion, such modifications and / or additions cause defects, disruptions and / or malfunction, and Buyer requests Seller's assistance to correct the issue, Seller's assistance will be billable at Seller's then-current time and material rates.

11. Charges and Payment Terms

Unless otherwise specified in the Proposal, payment terms are net 30 days from Buyer's receipt of invoice. Unless otherwise specified in the Proposal, Stand-alone Services will be billed upon Seller's confirmation of Buyer's order. Any services provided that are not included in the Services will be billable as incurred.

12. Termination

Seller may immediately terminate the Services upon written notice in whole or in part for cause if any person other than a Seller employee or designated service representative alters covered equipment rendering it unsafe.

In the event of Buyer's early termination for cause, a pro-rated refund will be issued to the Buyer for the unused term of Services, except Buyer shall remain liable for (i) all non-refundable third-party fees incurred by Seller for prepaid expenses and (ii) all services performed during Services term. Services may not be terminated for convenience.

Seller reserves the right to terminate or modify available Services at any time in its sole discretion; provided, however, that any such termination or modifications will not affect any Services already ordered by Buyer and confirmed by Seller prior to such termination or modifications except as mutually agreed by both Parties.

13. Buyer Obligations

- (a) Buyer shall provide Seller with all information, cooperation and access that Seller reasonably requests for remote diagnosis of the reported issue. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the issue.
- (b) If applicable, Buyer shall provide Seller personnel with timely access to service location and adequate working space at no charge to Seller.
- (c) Buyer shall provide Seller's onsite managed services personnel with adequate working conditions that comply with all applicable labor, safety and health laws and regulations.
- (d) Buyer will provide the necessary utility services for use in accordance with the Manufacturer's applicable published specifications.
- (e) Buyer will be responsible for payment of parts and services provided by Seller that are not covered by the Services. Seller will obtain Buyer's written consent prior to providing the parts and / or services, which will be billable at Seller's then-current time and material rates.
- (f) Seller strongly recommends that Buyer install and use a current, reputable antivirus program in connection with any PC-based, open-architecture product, and that Buyer regularly updates and runs such anti-virus program, especially in connection with the emergence of any new viruses.
- (g) Buyer is solely responsible for backing up its data. Seller will not under any circumstances have a duty to back up Buyer's data or to restore data that is lost in the course of Seller's provision of Services, or otherwise. Seller will not be liable for the loss of Buyer's data, whatever the reason for the loss, including without limitation as a result of Seller's negligence. The preceding limitation applies to any cause of action,



whether based in contract, tort, or any other theory.

14. Solicitation

At no time during the term of the Services or for one (1) year thereafter, will Buyer directly or indirectly offer employment to any Seller employees who performs Services on behalf of Seller without Seller's express prior written consent. In the event that Buyer is in breach of this provision, Seller shall have the right to invoice Buyer, and Buyer agrees to pay, a sum equal to twelve (12) months' salary in respect of the hired individual. The foregoing restrictions shall not apply to solicitation through any general recruitment advertisement in the normal course of business, without specifically targeting or approaching the other Seller's employees.

15. Warranty and Limitation of Liability

SELLER WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES HEREUNDER THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. SELLER MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. BUYER MUST PROMPTLY REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO SELLER NO LATER THAN FIFTEEN (15) DAYS AFTER EXPIRATION OF THE ABOVE WARRANTY PERIOD, AND BUYER'S EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE FOR SELLER TO RE-PERFORM THE SERVICES OR. IF SELLER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, BUYER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO SELLER FOR THE NONCONFORMING SERVICES. SUBJECT TO THE EXCLUSION OF DAMAGES PROVISION CONTAINED IN THE GENERAL TERMS AND CONDITIONS. SELLER'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO ONE (1) YEAR'S SERVICE CHARGES. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

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Coversheet

Approval of Purchase and Installation of Three Shade Structures for MSA-Santa Ana

Section: II. Recommended Action Items

Item: B. Approval of Purchase and Installation of Three Shade Structures for

MSA-Santa Ana

Purpose: Vote

Submitted by:

Related Material: Installation of Three Shade Structures for MSA Santa Ana.pdf



Agenda Item #: II B: Recommended Action Item

Date: March 8, 2022

To: Magnolia Public Schools ("MPS") Audit/Facilities Committee

From: Alfredo Rubalcava, CEO & Superintendent

Staff Lead: Patrick Ontiveros, General Counsel & Director of Facilities

Mustafa Sahin, Project Manager

RE: Approval of Purchase and Installation of Three Shade Structures for MSA

Santa Ana

I. Proposed Recommendation(s)

Facilities Department staff recommends and moves that the Audit/Facilities Committee approves (1) the selection of Universal Awning as the vendor for the installation of three (3) shade structures at the Magnolia Science Academy Santa Ana ("MSA SA") campus and to spend up to \$150,000 (that is, \$120,000 on the contract with Universal and \$30,000 for contingency and permitting related costs) on said project and (2) the execution of a contract that Staff may negotiate with such vendor. Staff further recommends that the Committee recommend and move that the MPS Board of Directors adopt the same.

II. Background

MSA SA received Elementary and Secondary School Emergency Relief ("**ESSER III**") funds, a portion of which it is allowed to spend on facilities. The MSA SA believes it would be in its best interests to replace the existing, hand secured lunch shade structure with a permanent one, and to add 2 more in order to provide more shaded areas for its students during the day. MPS Staff issued an RFP (Exhibit A) for the shading project and received 2 proposals, (Exhibit B). MPS Staff believes that the proposal from Universal Awning represents the best value for MSA SA.

III. Conclusion & Budget Impact

The budget implication will be up to \$150,000 MSA-SA has budgeted \$350,000 in its ESSER III Expenditure Plan to cover facilities related expenses, including this one. Accordingly, MSA SA will pay for this project from its operating budget. The projected expenditures have been incorporated into the 2021-22 Second Interim Budget projections.



Exhibit A

RFP



MAGNOLIA PUBLIC SCHOOLS

Request for Proposals to Provide 3 Shade Structures at Magnolia Science Academy | Santa Ana

Due Date:

December 3, 2021

1.0 INTRODUCTION

Magnolia Education & Research Foundation doing-business as Magnolia Public Schools ("MPS"), a charter school management organization, operates Magnolia Science Academy Santa Ana ("MSA-SA") located at 2840 W 1st Street in the City of Santa Ana. The purpose of this RFP is to solicit bids to build 3 shade structures (the first one is 26'x60', the second one is 37'x62' and the third one is 13,5'x56') on the premises. Should there be a similar need for any other Magnolia Public Schools (MPS), the approved vendor, the need, and the price will be used.

The locations are shown on Exhibit A.

Site Tour

A site tour will be facilitated.

Proposals Due

Responses to the RFP are due no later than 5:00 PM (PST), Friday, December 3, 2021, to the following individual:

Mustafa Sahin
Facility Project Manager
Magnolia Public Schools
250 East 1st Street
Suite 1500
Los Angeles, CA 90012
msahin@magnoliapublicschools.org
760-587-6031

Questions regarding this RFP may be directed to the individual identified above via email.

Proposal Format:

One (1) electronic PDF copy (by email) of your proposal must be delivered to the person indicated by the deadline stated above. Please endeavor to keep any emailed material to a single manageable file size (at or about 10 MBs) so that it may be easily distributed to the Selection Committee.

Respondents are encouraged to only include information pertinent to the Project and the Selection Committee's ability to select the vendor best suited to successfully complete this job.

Interviews:

Interviews will be held at the discretion of MPS and MSA-SA. Interviews, if any, are expected to be held on December 7th, 2021 via Zoom.

If interviews are held, respondents will meet with the Selection Committee for approximately ½ hour to 1 hour. The interview will be an open, unscripted format. Respondents will have 20 minutes to present any information they feel is pertinent followed by questions and answers and general discussion.

Selection Committee:

The Selection Committee will be composed of representatives from MPS and MSA-SA.

1.1 Timeline

RFP Distributed: November 29, 2021

Proposals Due: December 3, 2021

Interviews, if any (exact date and

time TBD):

December 7, 2021

Selection Announced: December 8, 2021

Contract Execution: ASAP

2.0 PROJECT DESCRIPTION

The Project is to build 3 waterproof shade structures, #1 one is 26'X60', #2 is 37'X62' and #3 is 13,5'X56' in 3 different locations at the school site. See the Appendix A for the locations. The Project may require submission to and approval by the Division of State Architect ("**DSA**"). If it does not require submission and approval by DSA, it, nevertheless, should be designed and built according to DSA standards.

3.0 PROPOSAL FORMAT

Respondent shall format its response as set forth below to facilitate timely review and selection. Please be specific to the RFP, and do not include materials not explicitly requested, such as generic marketing materials.

Your response should include the following:

- Letter of interest
- Name of your company and the individual responsible for the account
- Restate all the requirements of Section 4.0 and provide responses to each

See Section 1.0 for additional proposal format clarifications.

4.0 PROPOSAL REQUIREMENTS

4.1 Vendor Qualifications and Experience

4.1.1 Vendor Description.

Provide a description of your company and why it is qualified to undertake the Project. Please describe any similar projects your company has completed, including any similar projects submitted to and approved by DSA. –Please state whether you are able to determine if the Project must be submitted and approved by DSA and if so whether you are able to do so on behalf of MPS.

Provide the following:

A minimum of three (3) references, including

- (a) name and scope of the project
- (b) client name and contact information

(c) contract amount

4.1.2 Qualifications and Experience of Key Personnel.

Identify the person(s) that will be principally responsible for working with the MPS and leading this engagement and their qualifications and experience

4.1.3 Insurance.

Provide a description of vendor's insurance coverage.

4.2 Cost

Respondent's proposal should include an overall not to exceed cost and should be broken down in detail. The proposal should also provide a break-down of any and all other costs and fees including, but not limited to, labor, delivery fees, installation fees, applicable taxes, etc.

4.3 Product Information

Respondent will confirm its ability to provide the Project as described above in Section 2.0. Where a respondent believes there are multiple options for the Project, the respondent may provide such alternatives explaining the difference in each alternative and describing the cost differences.

4.4 Warranty Information

Provide a description of the warranty provided for the Project.

4.5 Schedule

MPS and MSA-SA desire to complete this project as soon as possible, please also provide the expected completion of the project.

4.6 Contract

The successful respondent will be required to sign an agreement with Owner in the form of Exhibit B (AIA Document A105-2017). Please provide an affirmative statement of respondent's concurrence or else any changes that respondent desires to make to the form agreement attached as Exhibit B.

5.0 CONTACT

Questions to Owner will be accepted via email by the Facility Project Manager identified above. Answers to questions will be provided to all participants as available.

6.0 RFP/Q EXHIBITS

Exhibit A School Map
Exhibit B Form of Contract

7.0 BID ACCEPTANCE/REJECTION

The Owner reserves the right to reject any or all proposals or cancel the solicitation process at its sole discretion.

8.0 PROPOSAL VALIDITY

RFP responses shall be valid until execution of a contract, which is expected to occur on or about November 30, 2021. No changes to information received within the Respondent's proposal shall be changed or altered without approval by the Owner.

Exhibit A

School map for shade structures' location

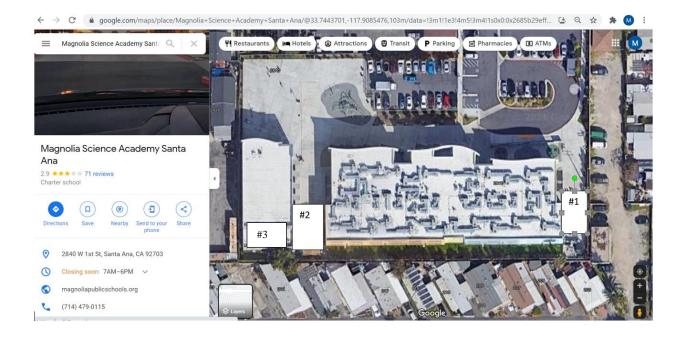


Exhibit B

Form of Contract

(AIA Document A105™-2017



Exhibit B

Proposals



PROPOSAL

211087-01

Date:

12/01/2021

Expires:

Drawing Numbers:

Project:

MAGNOLIA PUBLIC SCHOOLS / SANTA

Client:

MAGNOLIA PUBLIC SCHOOLS

ANA

2840 W 1ST. STREET

250 EAST 1ST STREET SUITE 1500

LOS ANGELES, CA 90012

Contact:

MUSTAFA SAHIN

SANTA ANA , CA

760-587-6031

msahin@magnoliapublicschools.org

We are pleased to offer this proposal for the following services at the above location.

Project Description:

Item Total:

MANUFACTURE AND INSTALL EXTERIOR FRAMED COVERS PER THE REQUEST FOR

\$64,740.00

PROPOSAL.

1 EXTERIOR FRAMED COVER MEASURING APPROXIMATELY 26' X 60'

FRAMING WILL BE ALUM POSTS MEASURING 4" X 4" WITH FOOTINGS, OVER HEAD FRAMING MEASURING 1 1/8" X 1 1/8"

POST AND FRAMING PAINTED SEMI-GLOSS BLACK. FABRIC INCLUDED COLOR AND TYPE OF FABRIC TO BE DETERMINED BY CUSTOMER.

\$95,200.00

2 EXTERIOR FRAMED COVER MEASURING APPROXIMATELY 37' X 62'

FRAMING WILL BE ALUM POST MEASURING 4" X 4" WITH FOOTINGS, OVER HEAD FRAMING MEASURING 1 1/8" X 1 1/8"

POST AND FRAMING PAINTED SEMI-GLOSS BLACK. FABRIC INCLUDED, COLOR AND TYPE OF FABRIC TO BE DETERMINED BY CUSTOMER.

3 EXTERIOR FRAMED COVER MEASURING APPROXIMATELY 13' 5" X 56'

\$31,374.00

FRAMING WILL BE ALUM POST MEASURING 4" X 4" WITH FOOTINGS, OVER HEAD FRAMING MEASURING 1 1/8" X 1 1/8"

Salesperson: Todd Gordon

Buyer_____Seller

Page 1 of 3



PROPOSAL

211087-01

Date:

12/01/2021

Expires:

Drawing Numbers:

Project:

MAGNOLIA PUBLIC SCHOOLS / SANTA

Client:

MAGNOLIA PUBLIC SCHOOLS

ANA

2840 W 1ST. STREET

250 EAST 1ST STREET SUITE 1500

SANTA ANA, CA

LOS ANGELES. CA 90012

Contact:

MUSTAFA SAHIN

760-587-6031

msahin@magnoliapublicschools.org

POST AND FRAMING PAINTED SEMI-GLOSS BLACK. FABRIC INCLUDED, COLOR AND TYPE OF MATERIAL FABRIC TO BE DETERMINED BY CUSTOMER

4.1.3 INSURANCE IS SENT IN A ATTACHMENT FORM

4.3 PRODUCT INFORMATION SUPPLIED ON APPROVAL AND SELECTION OF FABRIC BY THE CUSTOMER

4.4 FABRIC WARRANTY IS 5 TO 7 YEARS DEPENDING ON FABRIC. FRAMING 10 YEAR WARRANTY
4.1.2 QUALIFICATIONS EXPERIENCE

TODD GORDON

18 YEARS EXPERIENCE PROJECT MANAGEMENT /

INSTALLATION

VICTOR GOMEZ

17 YEARS EXPERIENCE MANUFACTURING, INSTALLATION

AND MGR OF THE AWNING DEPT.

INSTALLERS

EXPERIENCE VARYING FROM MINIMUM OF 5 YEARS TO 15

YEARS

APPROXIMATELY 5 WEEKS FROM APPROVAL AND RECEIPT

4.5 SCHEDULE OF DEPOSIT.

STANFORD SIGN AND AWNING HAS BEEN IN BUSINESS FOR OVER 43 YEARS.

Deposit Rate: 50%

Subtotal:

\$191,314.00

Deposit: \$95.657.00

Total:

\$191,314.00

Salesperson: Todd Gordon

Buyer

Callan

Page 2 of 3



PROPOSAL

211087-01

Date:

12/01/2021

Expires:

Drawing Numbers:

Project:

MAGNOLIA PUBLIC SCHOOLS / SANTA

Client:

MAGNOLIA PUBLIC SCHOOLS

ANA

2840 W 1ST. STREET

250 EAST 1ST STREET SUITE 1500

LOS ANGELES, CA 90012

Contact:

MUSTAFA SAHIN

SANTA ANA , CA

760-587-6031

msahin@magnoliapublicschools.org

50% DEPOSIT REQUIRED TO PROCEED.

CONTRACT LICENSE NO. 863570

ALL SIGNS AND AWNINGS ARE MANUFACTURED IN THE UNITED STATES AND HAVE A ONE (1) YEAR PARTS AND MATERIAL WARRANTY.

10B WILL BE STARTED FOLLOWING DESIGN APPROVAL. ENGINEERING, PERMITS AND LANDLORD APPROVAL HAVE BEEN ISSUED.

PERMITS, ENGINEERING AND PERMIT LABOR WHEN REQUIRED WILL BE BILLED ADDITIONALLY. CREDIT CARD PAYMENTS WILL INCUR A 3% PROCESSING FEE.

Customer to provide two (2) copies of site plans of premises for permit purposes. Stanford Sign & Awning, inc. **DOES NOT** provide primary electrical service to sign location. Hole drilling is subject to normal digging conditions. Any conditions other than normal are billed on a time and material basis and added to the original amount of the contract.

if either party commences an action or proceeding against the other party arising out of or in connection with this contract, including an action seeking a declaration of rights hereunder, the prevailing party shall, in addition to any relief awared or obtained, wether by settlement, arbitration, complete adjudication or otherwise, be entitled to recover from the losing party reasonable attorneys' fees and costs of suit. Interest expense of 1.5% per month will be incurred for all past due amounts over 30 days. Removal of signage allowed for non-payment.

\sim	Title		Date	
Usad	Title		Date	12-2-2021
	That	111.1	(1).1	(1).1

Page 3 of 3

ESTIMATE



Magnolia Public Schools

2840 WEST 1ST ST SANTA ANA, CA 92703

(323) 490-0701

Universal Awning

7053 Canby Ave. Reseda, CA 91335

Phone: (818) 882-0027

Email: Info@universalawning.com

Estimate # 001869 Date 02/17/2022

Description	Quantity	Rate	Total
(3) HIP ROOF CANOPIES	1.0	\$120,000.00	\$120,000.00
37' X 62' X 6' HEIGHT INCLUDING 12" HARD VALANCE 26' X 60' X 6' HEIGHT INCLUDING 12" HARD VALANCE 13' 6" X 56'x 4'5" HEIGHT INCLUDING 12" HARD VALANCE MATERIAL: FIRESTIST ACRYLIC SURFACE MOUNTED POSTS 10' HIGH 4" X 4" SQUARE			
SHOP ENGINEERING DRAWINGS \$4500.00 OPTIONAL			

Total	\$120,000.00
Subtotal	\$120,000.00





All down payments are non-refundable three business days from the signing of this contract. With respect to the above, it is agreed that three quarters of the above mentioned sum is for the cost of materials, fabrication labor, sales tax and balance is for the cost of installation labor.

In the event of default of any installment, the unpaid balance shall become due and payable forthwith at the option of the Contractor without notice.

All expenses incurred in the collection of monies due per this agreement whether by arbitration or judicial process including attorney's fees and cost shall be paid by you the purchaser.

Note: This proposal may be withdrawn by Universal Awning & Shade, Inc. at any time prior to its acceptance, and shall expire by its own terms if not accepted within 7 days. Due to the volatile steel prices this quotation is valid for 7 days. Advance bill of material is required to be paid to secure material pricing.

An initial service charge of 5% of the outstanding balance will be charged on balances not paid within five days of payment due date. service charge of 1.5% will be added each month to the balance remaining unpaid.

This quotation is not binding and does not become a contract unless signed below by UNIVERSAL AWNING & SHADE, INC. EXECUTIVE OFFICER.

Universal Awning - Cody Clapp	Magnolia Public Schools

Coversheet

Approval to Exercise Option to Extend Due Diligence Contingency Period for Purchase of 7111 Winnetka Avenue

Section: II. Recommended Action Items

Item: C. Approval to Exercise Option to Extend Due Diligence Contingency

Period for Purchase of 7111 Winnetka Avenue

Purpose: Vote

Submitted by: Related Material:

Due Diligence Contingency Period for Purchase of 7111 Winnetka Avenue.pdf



Facilities Committee / Board Agenda Item:

II C: Recommended Action Item

Date: March 8, 2022

To: Magnolia Public Schools ("MPS") Facilities Committee ("Committee")

From: Alfredo Rubalcava, Chief Executive Officer and Superintendent

Patrick Ontiveros, General Counsel & Director of Facilities

Mustafa Sahin, Project Manager

RE: Approval of Exercise of Option to Extend Due Diligence Contingency Period for

Purchase of 7111 Winnetka Avenue

I. Proposed Motion/Recommendation(s)

Staff recommends and moves that the Committee approve (1) the exercise by MPS of its option under that certain purchase and sale agreement signed by MPS dated as of December 15, 2021 for the purchase of the property located at 7111 Winnetka Ave. (the "Property") to extend its contingency/due diligence period for one (1) thirty (30) day period from March 22, 2022 to April 21, 2022, and in conjunction therewith, (2) the release by MPS of Fifteen Thousand Dollars (\$15,000.00) from the escrow established for the aforementioned transaction as consideration for the exercise of the extension option, and (3) the execution by the MPS CEO and Superintendent, or his designees, of such documents and instruments as may be necessary to undertake and complete the foregoing actions. Staff further recommends that the Committee recommend and move that the MPS Board of Directors (the "MPS Board") adopt the same.

II. Background

At its December 19, 2021 meeting, the MPS Board approved MPS signing a purchase and sale agreement for the purchase of the Property and making a good faith, refundable, escrow deposit of Two Hundred Thousand Dollars (\$200,000). Portions of the "Background" section of the December 19th report is excerpted below.

For the 2021-22 school year, Magnolia Science Academy—5 ("MSA—5") is co-located with Magnolia Science Academy—1 ("MSA-1") at the property located at 18220 and 18238 Sherman Way in Reseda. MPS elected to co-locate MSA—5 with MSA—1 when the Los Angeles Unified School District ("LAUSD") made MSA—5 an offer of space at Chatsworth High School in lieu of Reseda High School, where it has been located for several years. MSA—5 subleases space from MSA—1. MSA—1 leases such property from MPM Sherman Way LLC, a California limited liability company and wholly owned subsidiary of Magnolia Properties Management, Inc., a California non-profit public benefit corporation and 501(c)(3) tax exempt organization. MSA-1 operates a middle school and high school on the leased premises…. MPS desires to re-locate MSA—5 to its own private campus



at the Property which is within close proximity to MSA—5's original location at Reseda High School....

The Property at 7111 Winnetka Ave ... consists of a 21,849 square foot building on land that is approximately 75,794 square feet. The Property is presently leased to multiple tenants and must delivered free of all tenancies by the close of escrow.

MPS's real estate broker, InSite EFS, Inc., negotiated an offer for the purchase of the Property. The Owner has tentatively agreed to sell the Property to MPS or its assignee subject to the signing of a formal purchase and sale agreement, which is the subject of this report and the recommendation stated herein. The terms agreed upon by the parties include the following:

Price	\$9,450,000,000
Free Look/Due Diligence Period	90 Days with option to extend for three 30 day periods for the following consideration: First 30 day Extension = \$15,000 Second 30 day Extension = \$20,000 Third 30 day Extension = \$25,000
Good Faith Deposit	\$200,000, increased to \$350,000 by the end of the Due Diligence Period as such may be extended by Buyer.
Closing Period	30 days. Owner has the option to extend the closing for up to six (6) consecutive 30 day periods for the purpose of removing any tenants.

During the due diligence period, MPS or its assignee, will review the condition of the existing building and land to determine whether there are any hurdles to the development of the property for MSA-5's use and whether it is affordable. In addition, MPS will seek the approval of its authorizer, the Los Angeles County Office of Education, for the proposed transaction. Before the end of the due diligence period, MPS has the option to cancel the transaction and will receive a full refund of its good faith deposit.

Escrow for the purchase and sale of the Property was opened on December 22, 2022. Since such time, MPS Staff has been engaged in due diligence activities including commissioning multiple studies: a phase I environmental site assessment, an ALTA and topographic survey, an appraisal, and a zoning/entitlements survey. A soils study and asbestos and lead based paint study are in process.

MPS Staff has worked with Pacific Charter School Development ("PCSD"), an architect and a general contractor to evaluate and price out various design concepts that could be adapted for the Property. The three principal concepts and the associated costs are attached as Exhibit A. Of the three design concepts, MPS Staff has determined that it only will proceed with the project if it will be a new construction project. MPS Staff does not believe that a tenant improvement project would yield the best facilities for MPS and its schools.

MPS Staff is working to determine the long-term affordability of the Project. In addition, MPS Staff is presently working with its financial advisor, John Buck, to arrange financing for the purchase and



development of the Property as a future campus for one or two MPS schools that will need facilities. Finally, MPS Staff has advised MSA-5's charter authorizer, the Los Angeles County Office of Education ("**LACOE**"), of its desire to purchase and develop the Property and is seeking its authorization to do so.

MPS is awaiting a response from LACOE and a term sheet from a potential lender. In addition, MPS is awaiting a response from PCSD as to whether it will invest \$2,750,000 into the Project as subordinate debt. Accordingly, MPS requires additional time to complete its due diligence and make a decision whether to move forward with the Project. By exercising its option to extend the due diligence period, MPS will be putting \$15,000 at risk and not its entire \$200,000 good faith deposit. In other words, if MPS spends the \$15,000 and decides that it will proceed with the acquisition then the \$15,000 will be applied to the purchase price. In the event that within the extension period MPS determines that it will not proceed with the Project it will be refunded One Hundred Eighty Five Thousand Dollars (\$185,000), that is \$200,000 less \$15,000.

III. Conclusion / Budget Impact

MPS would like to acquire or lease the Property for the benefit of MSA-5 to allow MSA-5 to relocate from the MSA-1 campus to its own private facility. MPS is currently working with its financial advisor to secure financing for the Project. MPS is also working with PCSD to see if they are able to either acquire, develop and lease the Property or provide subordinate debt that will allow a subsidiary of Magnolia Properties Maagement Inc. to acquire the Property. The budget impact to MSA-5 is unknown and depends on a multitude of factors including how much equity (i.e., cash) MSA—5 can invest in the Project, financing terms, and participation by PCSD. Staff will keep the Facilities Committee and the Board appraised of the status of the Project, including the status of financing and approval from LACOE. It will seek Committee and Board approval prior to the end of the first extended due diligence period in order either to move forward with the transaction and allow its good faith deposit to become non-refundable or to spend additional funds to exercise another option to extend the due diligence period.



Exhibit A

Summary of 7111 Winnetka Ave Construction Options

	Tenant Improvement plus ½ Gym	New Construction Classroom Bldg Only	New Construction Classrooms + Gymnasium
Total Building Square Footage	27,515	28,950	28,950 (classroom bldg) 10,271 (gym) 9,160 (classrooms above pkg) 48,371 (total)
Total Outdoor Play Space	None	23,890	9,674
Total # of Classrooms	21	23	32
Target Enrollment	560	600	850
Bldg. Sq Ft Per Student	50.0	48.25	56.9
Total Project Cost	\$25,720,000	\$26,941,000	\$35,500,000
Annual Debt Service	\$1,778,100	\$1,830,950	\$2,300,000
Annual Debt Service Per Student	\$3,175	\$3,051	\$2,705
Advantages	 Lower Cost ½ Size Gym 	 Future phases may include gymnasium and additional classroom space while not impacting parking Less up front cost 	 Maximizes utility of space Complete build out at occupancy Includes gymnasium, sufficient parking to meet code, and outdoor area
Disadvantages	 No outdoor space Only \$1.2 MM less than the preferred option 	No gymnasium as part of Phase I May not be able to afford phases II or III in the future	Most expensive option (but least expensive on a per student basis)

Tenant Improvement Schematic

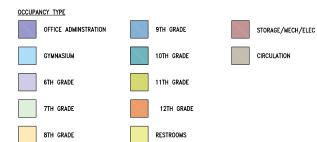


	BUILDING AREA			
MULTIPURPOSE/ GYMNASIUM	1 PER 35 S.F.	3,357 S.F.	96	97
OFFICES	1 PER 500 S.F.	1,482 S.F.	3	97

BICYCLE PARKING REQUIREMENTS				
SPACE TYPE REQUIRED PROVIDED				
4 BICYCLE SPACES PER 92 (23 CLASSROOMS MULTIPLIED CLASSROOM (SHORT-TERM) BY 4 SPACES)		92 (U-RACK ON RAILS - 50% BE COVERED BY ROOF/OVERHANG)		
1 BICYCLE SPACE PER 10 CLASSROOMS (LONG-TERM) 2				
4 BICYCLE SPACES PER CLASSROOM (SHORT-TERM) ADDITIONAL 40 (10 CLASSES COVERED BY ROOF/OVERHANGE) 40 (U-RACK ON RAILS - 50% BE COVERED BY ROOF/OVERHANGE)				
PLUBMING FIXTURE REQUIREMENTS				

PLUBMING FIXTURE REQUIREMENTS				
LAND USE / REQUIREMENT	OCC COUNT	FIXTURE COUNT		
SCHOOL	PER 500 STUDENTS 250 MALE / 250 FEMALE	5 WC MALE / 5 WC FEMALE		
MULTIPURPOSE/ GYMNASIUM	496 OCC 248 MALE/ 248 FEMALE	2 WC MALE / 4 WC FEMALE		

	BUILDING SQUARE FOOTAGE SIZE			
MSA-5	CLASSROOMS	BUILDING SIZE / S.F.		
BUILDING ADDITION		5,294 S.F.		
TOTAL	21 CLASSROOMS	15,750 S.F.		
MULTIPURPOSE/ GYMNASIUM		3,351 S.F.		
TOTAL GROSS		27,515 S.F.		



MSA-5 GRADES 6-12 FLOOR PLAN



Project: MAGNOLIA CHARTER SCHOOL RAFAEL FRANCO & ASSOCIATES | Project Address: 7111 N. WINNETKA AVENUE, WINNETKA CA 91306

| 12345 Ventura Blvd. | Studio City, CA 91604 | Color | Color | Charles | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Color | Colo

Date: 2/10/22 Sheet No. SCH-10

