



Lake County Illinois
Boardroom
18 N. County Street - 9th Floor
Waukegan, Illinois

Quote: #80812
Valid Until: 8/10/2020
IVCi Salesperson: Jack McArthur
IVCi Engineer: Rich Soria
Submitted To: Jeff Carlstone

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Executive Summary

IVCi is pleased to provide an audio visual proposal for equipment and installation for your Boardroom / XX.

The proposed solution is backed by over 18 years of experience designing, implementing and servicing collaboration rooms for thousands of customers across the US and internationally. Every IVCi implementation follows a proven process that starts with a detailed review of the business challenges and objectives that need to be addressed. With that information in hand our team of Audio Visual and Video Conferencing certified engineers create a design that integrates proven technologies that meet the functional needs of the end users. Our design goal is to make the technology so easy to use that it fades into the background allowing the users to effortlessly collaborate with colleagues in the room or colleagues across the globe.

Once your project moves from the design phase to implementation, our team of experienced Project Managers (PM) will take over. We utilize a powerful IVCi designed project management software tool that enables our PMs to efficiently manage all the resources required for a successful and reliable implementation. Every system is first tested in IVCi's fabrication facility and installed at your site by experienced and certified technicians.

IVCi offers our "Managed Care" maintenance services for all our AV implementation. Managed Care provides diagnostic telephone support for AV and Video technologies used in your room as well as onsite repair. "Active Care" available on select configurations takes traditional break fix services to a new level. Active care is an innovative service designed to proactively monitor your system and to provide instant notification of issues so your support staff and IVCi technicians can affect a repair before your end users are impacted.

Proposed Solution

IVCi will re-use the OFE (Owner Furnished Equipment) already installed on-site at the Waukegan location. Lake County is responsible for providing all peripherals, accessories, break-out cables in working condition. Time and Materials required for any troubleshooting of OFE devices will be added to Final Invoice. IVCi not liable for hardware feature sets which may be adjusted by manufacturer firmware updates.

DISPLAYS

(N / A)

AUDIO

Quote based on premise the OFE Biamp TesiraServerIO has open card slot #13 for a new field-installed AVB1 Card.

In order to support continuity and full matrix audio routing, IVCi will provide a new Biamp TesiraForteAVBCI DSP. A Biamp TC5 AVB/POE/Ethernet hub will connect the OFE TesiraServerIO and new TesiraForteAVBCI

IVCi will supply twelve wireless handheld mics and three Shure ULXD Quad receivers. An eight-bay charger, as well as two 2-bay chargers will be provided for battery support.

VIDEO

(N / A)

VIDEO CONFERENCING

(N / A)

CONTROL

The existing program code for Crestron Pro2 v1.0.2 (6/13/19) and V15 v1.0.1 (6/13/19). Must be the most recent version. Quote based on IVCi update of existing source code and touchpanel layouts. In the event the program code is corrupt, additional programming charges may apply – addressable via Change Order.

RACK

Under Board Table dimensions not available at time of Quote. The Mid Atlantic RK12 (22.5"H x 16"D) will need to be site verified prior to equipment order.

ENVIRONMENTAL

(N / A)

(a more detailed description of this solution can be found in the scope of work section of this proposal.)

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Investment Summary

Below you will find an investment summary that includes the hardware and services required to deliver the system described above, (a more detailed Bill of materials and project description can be found in the following sections)

Summary

Hardware	\$28,680.98
• Equipment	
• Other	

Labor	\$10,450.00
• Project Management	
• Engineering	
• Fabrication	
• On-Site Installation	
• Control System Programming	
• Maintenance	
• Training and Adoption	

Total (excluding tax)	\$39,130.98
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The pricing summarized above is based on a set of assumptions and customer responsibilities that are detailed in this proposal. In addition the pricing is based on the payment terms: (1) 40% Deposit installment billed immediately and required before work can begin on this project, (2) 40% Installment billed two weeks prior to the agreed upon installation date, (3) 20% Final installment invoiced upon completion of the project. These payment terms and other important terms are detailed in the terms and condition appendix at the end of this proposal.

Our mission is to enable our customers to improve their business and their bottom line by unleashing the collective power of their people through collaboration. We are certain that the attached room proposal will help bring more effective in room collaboration to your organization.

Sincerely,
Jack McArthur

About IVCi

IVCi has been a leading provider of integration services focused on Audio and Video Collaboration as well as extensive maintenance and cloud-based managed conferencing services for over 19 years. All of these services are successfully delivered throughout the United States. IVCi also has extensive experience deploying systems internationally through our network of IVCi certified Partners.

We are extremely proud of our consistent growth and profitability. IVCi is a financially stable, A+ rated company and has solid financial standings with our banking and financial institutions. IVCi has been profitable every year since our inception. As a result of our consistent profitability, we are able to take on projects of virtually any size ranging from the smallest AV project to a full AV outfit for an entire building.

As audio visual experts, we design and implement turn-key collaboration environments that range from basic huddle rooms to training and presentation rooms to complex telepresence rooms to devisable rooms to auditoriums and control rooms. We provide complete end-to-end solutions for our customers; from system design services to installation to system maintenance, services and support. IVCi ensures the technology is always available so our customers can enjoy the benefits, years after the installation is complete.

Unique to IVCi is a set of project management tools created by our in house staff of Applications Developers. With these tools our project managers can efficiently and effectively manage all aspects of your implementation ensuring that equipment and human capital resources are deployed at the right time with the right skills to successfully install your collaboration room.

Additionally, IVCi offers a comprehensive suite of consulting services including assessment, design, staffing and operational support. Our cloud-based managed video conferencing services are designed to provide our customers with the latest video conferencing infrastructure; unparalleled scalability and reliability, integration with mobile devices, protection from obsolescence and full white glove services all designed to allow your company to focus on the meeting instead of the technology. We have provided cloud based video managed services since 2002 and some of the largest corporations in the US have used this service for more than 10 years.

At IVCi, we take our role as a leading integrator seriously. For this reason, we insist that every member of our AV team is CTS certified. In addition, IVCi team members are VCE certified and have completed training from dozens of manufacturers including, Polycom, Cisco, Crestron, AMX and Extron.

IVCi has been at the forefront of many of the industry newest trends including cloud based managed video services that we first offered in 2002, custom telepresence solutions offered in 2008 and our most recent innovation Active Care that provides proactive monitoring and service alerts for AV rooms. As a customer of IVCi you can count on IVCi to bring you the latest in proven collaboration technologies in the future.



Try me with your phone!

Customize your very own QR Code to gain access to documents, videos, links, or any materials that are essential to your business and day-to-day operations. By scanning with your own mobile device, all of your business resources are at your fingertips.

IVCi AV Advantage

With over 19 years of experience in the visual communications industry, IVCi has created a set of best practices and developed a proven methodology for the design and implementation of collaboration solutions. As Audio Visual specialists, we leverage our expertise to offer complex video installations as well as unique, customized solutions designed specifically to be easy to use and easy to manage.



Audio Visual Design

The Audio Visual Design process is based on a proven methodology and set of best practices obtained from years of experience. First, an in-depth site survey is conducted and begins with a discussion of the room's overall functionality and objectives. Topics also include different equipment options that may be needed; such as displays, projectors, video conferencing equipment, and more. Our team will also provide guidance on how to achieve a favorable room environment with proper lighting and audio levels.

Our expert design engineers leverage the information from the site survey, along with a unique understanding of optimal collaboration environments, to design an audio visual solution specifically for the room. An understanding of the scope and complexity of the room's functionality, in conjunction with budget requirements, are critical in designing an effective audio visual room.

Our team has a comprehensive understanding of how different technologies work together to create a cohesive collaboration environment. The goal is to ensure the technology is seamlessly integrated into the room so users are able to focus on the meeting.



Project Management

Effective project management can make the difference between success and failure. This is why IVCi assigns an experienced project manager (PM) to every implementation. The PM will serve as the primary point of contact between the organization and IVCi, and will oversee all aspects of the installation process; from order handling and system fabrication to system configuration and testing. The PM will track action items proactively respond to any issues, and maintain communication with your organization throughout the entire process.

Our PMs utilize custom designed software that contains complete project management capabilities in addition to unique workforce management capabilities. This allows PMs to manage the implementation in a more effective manner by limiting delays due to the unavailability of technicians or other resources. Additionally, IVCi has drawn on our experience to create a detailed set of policies and procedures to assist our PMs and ensure a smooth implementation for our customers.

Once installation has been completed, the PM will work with the customer to ensure the room is ready for use and will close out the project. At this time, the PM will hand off any documentation to the customer and inform all points of contact the project has been completed. IVCi is committed to delivering only the highest quality systems while providing superior customer service.



Control System Programming

Ease of use is the single most important part of an audio visual solution. If a system isn't easy to use, it won't be used often enough to justify the investment. Therefore, IVCi has invested heavily in the development of our Control System Platform (CSP), a user friendly interface for AV room environment. By purchasing a user license, customers can have access to a time tested, proven interface.

IVCi also offers a custom designed user interface for customers who need a unique solution. Our expertly trained programmers have a deep knowledge of all major control system platforms and will design an interface based on an organization's unique needs and specifications. To ensure functionality of the final GUI configuration, IVCi installs the control system program on a webserver and allows the customer to test the interface remotely. This gives the end-user a chance to try out their system and request changes or modifications before the system is deployed to the site.



Implementation

IVCi implementation services start with the building of your rack in our fabrication facilities. Each rack is fully tested before it is shipped to your site for final installation. IVCi provides On Site Installation and Supervision services for all of our integrated projects. On Site Installation services include all cable pulls, cable and plate connector terminations and the installation of audio visual components and equipment racks. A lead technician and support crew are assigned to each project to complete the installation. Equipment checkout, functional tests, and customer acceptance tasks are performed by the IVCi lead technician on-site.



Certifications

IVCi's extensive certifications represent our dedication to providing the highest level of service and support. IVCi is proud to have achieved the highest level of technical and sales certifications from major manufacturers and industry associations. In addition, our people have attained numerous individual certifications that aid in their daily work. Some of these include:

Cisco Advanced Collaboration Architecture Specialization

Cisco TelePresence Video Master ATP

Polycom Platinum Solution Provider

Polycom RealPresence Services Specialization

Microsoft Certified IT Professional (Lync Specialization)

InfoComm International Diamond CAVSP

LEED Green Association

InfoComm CTS, CTS-I, CTS-D

Crestron & AMX Programming Certifications

Project Management Professional (PMP)



Ongoing Support, Managed Care and Active Care

Managed Care

IVCi offers a variety of maintenance plans to support audio visual and video collaboration technologies. Our Helpdesk is staffed 24/7 and consists of level one, two, and three technicians certified in Cisco, Polycom, Crestron, Extron, and a variety of other audio visual components. Technicians monitor and track real-time customer service statistics to ensure minimal wait times. Customer satisfaction is a priority and IVCi consistently receives a 97% overall customer satisfaction rate for service conducted by an independent research company.

Active Care

Active care is a managed service that actively monitors audio visual, visual collaboration, and other components that are connected to the service. During a series of audio and video system health checks our team can identify potential issues and initiate the service process immediately by creating a Helpdesk ticket and coordinating troubleshooting. Active Care also provides alerts for preventative maintenance issues via email along with monthly reports highlighting system usage, source usage and more.

Video Conferencing experts

IVCi began as a Video conferencing company in 1995; we remain one of the most trusted and experienced video conferencing companies in the industry and we are experts integrating video conferencing into AV rooms. But our video experience does not end at the room. We have provided video infrastructure support to thousands of customers and through our cloud based managed service we have managed our customers video infrastructure creating easy to use and highly reliable video experiences. Through our video services our customers can integrate mobile users as well as consumer video users without the need to understand, deploy or manage the technology.

Detailed Pricing Proposal

Assumptions

In developing a comprehensive proposal for equipment and installation services, IVCi's Audio Visual and engineering teams must make some assumptions regarding the physical construction at your facility based upon initial conversations between your organization and the IVCi team. It is the customer's responsibility to ensure that all of the following is accurate and remains accurate and unchanged throughout installation. Please contact your sales representative as soon as possible if there are any changes to the proposed site. Fundamental alterations to the site can result in pricing or other changes. Our goal is to provide you with the most accurate proposal possible, so please review these assumptions carefully.

The following assumptions have been made in providing a proposal for this project:

- Room Dimensions for this space are 50 feet long by 48 feet wide.
- Ceiling Height for this room is 20 feet high and is made out of 2x2 Tiles.
- Walls are constructed of single layer sheet rock (gypsum board) on metal or wood studs spaced according to local building codes.
- Building infrastructure (structural steel beams, etc) is available for all required connections to structure.
- All required wire paths and mounting points are clear of obstructions.
- Equipment Rack location is in the room.
- Owner Furnished Equipment provided to be in compliance with Attachment A.
- Owner Furnished Control System Code provided to be in compliance with Attachment A / B.
- Union Electrical AV Installation Subcontractor Fees have not been provided for this project.
- Union Low Voltage AV Installation Subcontractor Fees have not been provided for this project.
- Union Electrical Lighting / Shade System Subcontractor Fees have not been provided for this project.
- Shade Installation Subcontractor Fees have not been provided for this project.
- Furniture Installation Fees have not been provided for this project.
- License Fees have not been provided for this project.
- Permit Fees have not been provided for this project.
- Bonding Fees have not been provided for this project.
- Scaffold Rental Fees have not been provided for this project.
- Man Lift Rental Fees have not been provided for this project.
- Union Delivery Fees have not been provided for this project.

IVCi Scope of Work

The scope of work below outlines the key functionalities and components involved in the proposed audio visual system design. This audio visual design is based upon IVCi's needs assessment and evaluation of the objectives of the room. If there are areas of functionality or components that you would like changed or additional functionality is required, please consult with your sales representative and we will provide a revision accordingly.

AUDIO

Microphone

- (12) Handheld Microphones
Wireless, 1 Ch - Directional, Presenter Mounted
- Functionality
 - The microphone(s) will be used to capture the spoken voice of the local participant(s) for transmitting to the remote participant(s).
 - All presenter microphone(s) will be used to capture the spoken voice of the local participant(s) for voice lift re-enforcement via the local audio speakers.
- Twelve wireless handheld mics
- The microphone(s) will be muted and un-muted in groups. No individual microphone muting controls will be provided for the system.

Audio Processor/Matrix

- (1) Audio Signal Processor
Biamp TesiraForte, Main AV Rack Mounted
- (1) Audio Signal Processor - Owner Furnished (Used - Already Installed)
Biamp Tesira, Analog Hybrid, Main AV Rack Mounted
- Functionality
 - The audio matrix/processor(s) will be provided to route, mix and control all audio sources in your system. Automatic microphone mixing, feedback elimination and acoustic echo cancellation (AEC) technologies will be used for each microphone in the system. These technologies will work to activate only those microphones nearest to the current participants, and to assure that your audio transmission to the remote site will be clean, echo-free audio. Noise cancellation technology will also be used to further enhance the audio sent to the remote participants by minimizing any constant room noise such as HVAC Noise, Laptop computer fans, etc.
 - Quote based on premise the OFE Biamp TesiraServerIO has open card slot #13 for a new field-installed AVB1 Card.

TRAINING

Remote Training

- Room specific training presentation
- (2) Remote 1-hour training sessions (same day)
- (1) Remote refresher training session (1 hour)
- (1) AV user manual
- Additional trainings and services as per the bill of materials

CONTROL

Control System

- (1) Crestron Control System - Owner Furnished (Used - Already Installed)
Single Network Interface, Located in Main AV Rack

Control Panel

- (1) Control Panel - Owner Furnished (Used - Already Installed)
Touchpanel, Wired, 9 Inches
- (1) Control Panel - Owner Furnished (Used - Already Installed)
Touchpanel, Wired, 15 Inches
- (1) Control Panel - Owner Furnished (Used - Already Installed)
Web Interface, Wired
- (1) Control Panel - Owner Furnished (Used - Already Installed)
Button Panel, Wired
- Functionality
 - The existing program code for Crestron Pro2 v1.0.2 (6/13/19) and V15 v1.0.1 (6/13/19). Must be the most recent version. Quote based on IVCi update of existing source code and touchpanel layouts.

In the event the program code is corrupt, additional programming charges may apply – addressable via Change Order.

RACKS

Rack

- (1) Knock Down Rack - Owner Furnished (Used - Already Installed)
Located in Under Board Table
- (1) Knock Down Rack
Located in Under Board Table
- Functionality
 - Equipment rack cabinet(s) will be provided for mounting any of the rack mountable audio visual hardware in the system. The options and accessories above will be included.
 - Under Board Table dimensions not available at time of Quote. The Mid Atlantic RK12 (22.5"H x 16"D) will need to be site verified prior to equipment order.

MAINTENANCE

AV Managed Care Onsite

- This proposal also includes IVCi's AV Managed Care Onsite offering. This service plan provides support and protection of your room investment. Our Helpdesk is a 24/7 operation that consistently delivers the highest level of service possible. A recently customer survey from Boston Research revealed a 97% satisfaction rate.

IVCi

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Bill of Materials

Equipment

Qty	Manufacturer/Part	Description	Unit	Total
AUDIO				
1	BIAMP Systems TesiraFORTE AVB CI	Biamp TesiraFORTE DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configu...	\$2,465.33	\$2,465.33
1	Biamp Systems TesiraCONNECT TC-5	5-port expansion device	\$800.00	\$800.00
12	Shure ULXD2/SM58--V50	Handheld Transmitter with SM58® Microphone	\$475.00	\$5,700.00
3	Shure ULXD4Q--V50	Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardw...	\$5,041.33	\$15,123.99
1	Shure UA221	Passive Antenna Splitter/Combiner Kit. Includes Two Splitter/Combiners, Four Coaxial Cables, and At...	\$139.33	\$139.33
12	Shure SB900A	Shure Lithium-Ion Rechargeable Battery	\$95.00	\$1,140.00
1	Shure SBC800-US	8-Bay Shure Battery Charger	\$443.33	\$443.33
1	Shure SBC200-US	Dual Docking Charger with PS45US Power Supply	\$221.67	\$221.67
1	Shure SBC200	Dual Docking Charger, Power Supply NOT Included	\$162.13	\$162.13
1	OFE (Re-use)	Owner Furnished Equipment (Biamp TesiraSeverIO DSP; Re-use)	OFE	OFE
1	Biamp Systems Tesira AVB-1 CK	Tesira AVB network card capable of up to 420x420 channels (Card Kit)	\$565.33	\$565.33
				\$26,761.11
CONTROL				
1	OFE (Re-use)	Owner Furnished Equipment (Crestron PRO2 Processor; Re-use)	OFE	OFE
1	OFE (Re-use)	Owner Furnished Equipment (Crestron TPMC9 Touchpanel; Re-use)	OFE	OFE
1	OFE (Re-use)	Owner Furnished Equipment (Crestron V15 Touchpanel; Re-use)	OFE	OFE
1	OFE (Re-use)	Owner Furnished Equipment (Crestron C2NCBDPBT Buttonpanel; Re-use)	OFE	OFE
				\$0.00
RACKS				
1	Middle Atlantic RK12	12SP(21)RACK 16DEEP	\$133.09	\$133.09
1	Middle Atlantic RK-RR12	12SP(21")RAIL KIT RK/BRK	\$26.99	\$26.99
1	Middle Atlantic PD-915R-PL	9OUT15ARKMT W/PILOT LT	\$109.79	\$109.79
1	IVCi RP	Rack Parts	\$200.00	\$200.00
1	IVCi CMP	Cabling and Miscellaneous Parts	\$500.00	\$500.00
				\$969.87
			Total Equipment:	\$27,730.98

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Labor

Project Management	\$750.00
Engineering	\$1,250.00
Fabrication	\$900.00
On-Site Installation	\$2,250.00
Control System Programming	\$1,500.00
Total Labor:	\$6,650.00

Maintenance

Qty	Manufacturer/Part	Description	Unit	Total
1	IVCi-MCOS-AV	AV Managed Care On-Site	\$2,000.00	\$2,000.00
Total Maintenance:				\$2,000.00

Training

Qty	Manufacturer/Part	Description	Unit	Total
1	IVCi-TRAD-Remote	IVCi Training and Adoption – Remote Training Package	\$1,800.00	\$1,800.00
Total Training:				\$1,800.00

Other

Shipping and Receiving	\$950.00
Total Other:	\$950.00

Total Investment Per Room: **\$39,130.98**

Total does not include tax

Payment Schedule - 40/40/20

Payment 1 - Deposit installment billed immediately and required before work can begin on this project.	\$15,652.39
Payment 2 - Installment billed two weeks prior to the agreed upon installation date.	\$15,652.39
Payment 3 - Final installment invoiced upon completion of the project.	\$7,826.20

Customer Deliverables

The following is a list of Customer requirements that will need to be addressed in order for IVCI to perform the required work:

- Customer to engage facilities or an Architect to coordinate the audio visual design components with the aesthetics of the room as defined in IVCI's Facility / Detail Drawings inclusive of all millwork, credenzas, table designs, acoustic treatments, HVAC design, lightings, shades and other design needs as required.
- Customer to engage facilities or an electrical contractor to provide electrical requirements as defined in IVCI's Electrical Drawings and meetings inclusive of Point to Point Conduits, Stub Ups, Wire ways, Wiremold, High Voltage outlets, installation of electric screens and other electrical support infrastructure as required.
- Customer to engage facilities or a network / telecom contractor to provide network and telecom requirements as defined in IVCI's Electrical Drawings and meetings inclusive of Analog Phone Lines, ISDN Lines, Network Connections, IP Address Information and other network / telecom support infrastructure items as required.
- Customer to engage facilities or a general contractor to provide construction requirements as defined in IVCI's Drawings and meetings inclusive of Structural Support, build outs, patching and painting, electrical screen mounting, rear projection screen support and framing, and other construction needs as required.
- Customer to engage millwork vendor to provide millwork requirements as defined in IVCI's Drawings and meetings inclusive of credenza construction details, venting, table cutting and other millwork related items as required.
- Customer will be responsible to provide assistance to IVCI if job licenses or permits are required for this project.
- Customer is also responsible for any fees associated with any of the required licenses or permits.

Site Conditions

IVCI's installation pricing has been based on the following conditions. If these conditions prove to be untrue or change during the course of the project, additional charges may apply in order to complete your project.

- All rooms in which IVCI is to perform work will be available with unfettered access during normal working business hours (8am to 5pm local)
- Customer is to provide a contiguous work schedule to allow for IVCI to perform all work based on our implementation plan. If Client cannot provide unfettered access to work areas on consecutive working days a change order may result for phase work or lost labor.
- On-site parking will be provided in a location within reasonable distance to the project site. IVCI Project manager will coordinate with facilities management to determine any issues for the delivery of equipment.
- Loading docks, freight elevators and other required facility access systems will be made available to IVCI during the installation process at no charge to IVCI.
- Deliveries have been estimated and are to be performed by Non Union Carriers. If union carriers are required additional considerations and charges will be required.
- On-site secure storage will be provided for IVCI's equipment, tools and product merchandise for the duration of the installation period.
- If required, escorts will be available for the entire period of installation to allow IVCI team members to move freely throughout the facility to all required locations for a successful installation.

Control System Scope of Work

IVCi Control System Platform Options

- IVCi's Enhanced (CSP) control System Platform has been specified as the graphical user interface (GUI) for this project. This is a cost effective programming solution allowing you to take advantage of a standard control platform that has been implemented in thousands of spaces and has been optimized for cost, ease of use and speed of implementation. The graphical user interface and control System modules that will be used will be licensed to you from IVCi and will remain the property of IVCi. IVCi will provide restore code only and will not supply the graphical user interface and back end source code. Any changes to the audio visual system and control system after project completion can be performed by IVCi's audio visual team at our standard rates. Modifications to IVCi's Enhanced CSP outside of the following programming scope of work is not included in this project and upon review it may become an option that can be performed by IVCi's audio visual team at our standard rates. Additional control system platform options are available where ownership of the code is provided by IVCi. If you are interested in reviewing these options please ask your sales person for more information.

Control System Scope of Work

- IVCi will provide a control system program limited to what has been itemized in the control system programming feature set of this proposal and the description of these features below in the base system scope of work / additional modules for this project. The control system scope of work below details a full featured program and assumes that all hardware and feature options owner furnished or proposed in the itemized equipment list will support the functionality described below. If the functionality stated in the control system scope of work is not possible with the hardware and feature options proposed in the itemized equipment list that feature set will be omitted from the control system scope of work for this project.

Splash Screen > On > Main Menu

- In the system off state a splash screen will be the starting point for the user to turn the system on. The splash screen will feature the company's logo and room name with instructions for the user to touch the screen to begin controlling the audio visual System. While the system is on the splash screen the system will be in a "Do Not Disturb Mode" where no incoming calls will be allowed of any kind and no notifications will appear to the room users of an incoming call for systems including audio and/or video conferencing Systems. Once pressed the startup page will display a system startup message and a progress bar will be present indicating the status of the start-up sequence. Once the startup sequence is complete the system will be on the main page and no longer in do not disturb mode.

From the main page the end user can access the main menu or the tool bar to adjust the room environment or to use the audio visual system.

The main menu will allow the end user to enter into any of the desired user modes inclusive of presentation mode, audio conference mode, video conference mode, tools mode or system shut down.

Tool Bar Section

Tool bar controls will always be available to the user regardless of the user mode they are currently in. The tool bar will allow the user to access the main menu to enter into or switch into a different user mode as well as allow access to additional system and environmental controls. Once selected, the main menu, system or environment controls will be visible for ten seconds and then will automatically disappear from view.

The Following system and environmental control(s) will be provided:

- A master volume control will be provided for controlling all of the audio generated by the speakers. Volume up, volume down, and mute on/off controls will be provided with a volume indicator bar to identify visually the current audio level in the room.
- A master microphone mute control will be provided for muting all of the microphones in the room and audio sent to the remote audio sites. Mute on/off controls will be provided with a mute indicator to identify visually the mute status of the room.

Presentation Mode

Presentation Mode will be provided to locally view and listen to audio and video sources on the local display(s) and speaker(s) of the audio visual system.

- While in presentation mode the user will select a source from the source list and the audio and video signals will be automatically routed to the display(s) as per the fixed video rule set. Once a source is selected applicable source controls associated with the device will be presented to the user for control the selected source.
- While in presentation mode the user will select a source from the source list and route it to the desired destination display(s). The audio heard in the room will be from the last source selected when more than one source is routed to the in room displays. Once a source is selected applicable source controls associated with the device will be presented to the user for control of the selected source.
- A presentation mode help page will be accessed by pressing "?" or help button. Once pressed information will be shown to allow the user to quickly read the available system features in presentation mode

Tools Mode Section

Tools mode will be used by the administrator to adjust the audio visual system preferences or to manually control and configure devices as required. Before entering Tools mode a screen prompts the administrator user to enter a password for access to the tools menu. Once a valid password is entered the administrator user will have access to the tools mode functions. If a password is invalid or an end user enters this mode by mistake they can close this prompt and return to the normal system functions.

The following functions will be provided in the tools mode:

- Display control functions will be provided for manual controls for power, input selection, aspect ratio, screen control, lift control, as well as viewing of the lamp hours consumed on projectors that are able to report this information.
- Touch Panel Control will be provided to adjust the standby timer, key click volume, and brightness of the touch panel.
- The administrator will be able to manually change the Room Name that appears on the splash screen here.
- Change of password functions will be provided to allow for the administrator to change the tools mode Access password from the default password of "1234". A hard coded back door password of "5800" will also be programmed in the system if the default password is changed or forgotten.
- An automatic system shut down function will be provided for automatically shutting down the system at a designated time of day with the ability to enable or disable this mode when desired. When the designated time of day is reached the touch panel will display a warning message for 60 seconds providing the user the option to cancel the shutdown that is about to commence. The panel will also wake up if in sleep mode and play an audible sound through it's built in speakers (depending on hardware availability) to gain the in room user's attention.
- The administrator will be able to manually change the time and date that appears on the tool bar section of the user interface
- A tools mode help page will be accessed by pressing "?" or help button. Once pressed information will be shown to allow the user to quickly read the available system features in tools mode.

On > OFF > Splash Screen

System shutdown will allow the end user to turn off the system. A screen will prompt the end user to confirm that they desire to shut down the audio visual system. If "No" is selected, the end user will exit the system shutdown screen. Once "Yes" is selected the shutdown page will display a system shutting down message and a progress bar will be present indicating the status of the shut down sequence. Once the system shutdown sequence is complete the system will be on the splash screen again. When the system is returned to the splash screen the system will be put into a "Do Not Disturb Mode" where no incoming call will be allowed of any kind and no notifications will appear to the room users of an incoming call.

- The physical buttons on the touchpanel will not be used to control the audio visual system.

IVCi

Lake County Illinois
Boardroom
18 N. County Street - 9th Floor
Waukegan, Illinois

6/26/2020
Quote #80812

Acceptance

To formally begin this implementation, please accept the scope of work and return two signed original copies to IVCi. Acceptance of this scope of work document covers only IVCi's role, responsibilities, provided hardware, software, labor and support required to deliver the proposed system. The legally binding payment plan associated with the solutions and services as stated in this scope of work document will be proposed by our financial partner TAMCO, upon receipt of the credit application attached to this document.

Services to be Rendered by:
IVCi Audio/Visual Division

Customer:
Lake County Illinois

Total Investment:
\$39,130.98

AV Managed Care On-Site Additional Coverage

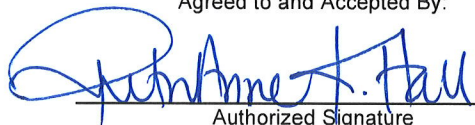
Select

One Additional Year (Year 2)	\$2,000.00	
Two Additional Years (Years 2 + 3)	\$4,000.00	

We have reviewed the total audio/visual package and agree to the above price and IVCi's Terms and Conditions as Outlined.

Agreed to and Accepted By:

IVCi Executive Team Member (ETM):


Authorized Signature


Authorized Signature


Name (Please Print)

Jack McArthur
Name (Please Print)

 7/13/2020
Title Date

VP Sales-Central 7/13/20
Title Date

IVCi will return your original contract after it has been authorized by our ETM.

This proposal encompasses all work and materials listed herein.
Additional Equipment or Labor not listed (if required) are not included in this contract.
Optional Equipment Section is not included in the above pricing.

Please send all correspondence to: IVCi Audio/Visual Division
Attn: Karen Cantalupo
601 Old Willets Path
Hauppauge, NY 11788

Terms and Conditions

These Terms and Conditions of Sale, as well as, the proposal, quote and any Statement of Work shall be collectively referred to as the "Agreement".

A.1 Total Project Investment Summary

The Audio Visual System ("System") proposal and quote provided by IVCi reflects the compilation of all goods and services required to deliver the System described in the Statement of Work ("SOW"). The quote and the prices will be firm for 45 Days from the date of the quote provided however, there are no material changes to the conditions and assumptions upon which it based. Any contracts or purchase orders received beyond 45 days from the date of the quote will be reviewed and adjusted accordingly and re-submitted for the Customer's approval.

The quote does not include any electrical work inclusive of power requirements, cable pull, and equipment mounting. Permits, licenses and bonds not-specifically detailed in the quote are not included in the price and are the responsibility of the Customer.

All labor charges are for, and based upon, non-union labor unless union labor is specifically listed in the price quote.

Taxes have not been included in the quote unless specifically itemized in the pricing section of this proposal. Any and all sales, use or other taxes (other than those taxes based upon the net income of IVCi) shall be the sole responsibility of Customer. Any tax exempt work shall require a tax exempt certificate provided by the Customer to IVCi for review and acceptance.

A.2 Payment Terms and Invoicing

The payment terms as detailed in the quote are: (1) 40% Deposit installment billed immediately and required before work can begin on this project, (2) 40% Installment billed two weeks prior to the agreed upon installation date, (3) 20% Final installment invoiced upon completion of the project.

The final payment in full shall be due 30 days after (a) the Customer's Acceptance of the System or (b) the first beneficial use of the System, whichever is first. In the case of project delays the Customer agrees to progress payments for equipment and services rendered. "Acceptance" of the System by Customer shall be deemed to be either, the Customer's actual acceptance or the passage of 45 days from the date of the substantial completion of the installation of the System.

Each room and location, as determined within the sole discretion of IVCi, will be treated independently and separately for the purposes of invoicing and payment terms.

All pricing quoted is based on a cash discount price. Payment must be made via check, wire or ACH.

Any and all past due charges shall be subject to a finance charge of 1.5% per month until the initial invoice amount and the incurred finance charges are paid in full.

The Customer hereby agrees to the payment terms as stated above and in the event that IVCi undertakes collection efforts, Customer

further agrees to pay all collection costs, court fees and costs and reasonable attorney's fees, if applicable.

A.3 Restocking Fees and Cancellation

In the case of Cancellation without cause (as determined within the sole discretion of IVCi), the Customer shall be responsible for any and all labor charges incurred to date, equipment restocking fees for equipment that is returnable and full price for any equipment that was custom built for the Customer or not returnable to the manufacturer.

A.4 Equipment Ownership / Liability

The title to all equipment shall pass to the Customer upon delivery subject to a security interest held by IVCi until payment in full is received by IVCi. Any equipment loss or damage becomes the responsibility of the Customer upon delivery. Customer hereby grants IVCi a security interest in all equipment and further appoints IVCi as its attorney-in-fact to execute any and all documents and to take any and all actions to perfect its security interest in the equipment.

A.5 Project Scheduling

Upon receipt of a PO and deposit (project start date), IVCi will work with Customer to schedule the project work. IVCi will provide a schedule that will identify the milestones and deliverables required by other trades in order to complete the project.

The schedule created by IVCi will be dependent upon other trades delivering their equipment, labor and other tasks on time, adherence to IVCi's room acceptance criteria, equipment availability, and current work load.

Unless stated otherwise within this proposal, IVCi's proposed labor charges are based on all other trades completing required work prior to IVCi technician's arrival on site. If this condition cannot be met, it must be identified and communicated by Customer to IVCi not less than seven (7) days in advance. Failure to identify and notify IVCi at least seven (7) days prior to IVCi technicians arriving to site, will result in additional charges to be invoiced due to lost time or an increase in required effort to meet the project schedule.

Any customer initiated changes to the schedule after final approval will be considered a **Project Delay** as indicated in section **A.7**

A.6 Work Days / Hours

All work proposed by IVCi will be performed during the days of Monday thru Friday excluding the following IVCi scheduled Holidays: President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, The Day After Thanksgiving, Christmas Day, New Year's Day.

Weekend and Holiday work will be available as required for additional fees. Work performed on Saturday will be charged at one and one half times standard rates. Sunday and/or our listed Holidays will be charged at two times standard rates.

All work proposed by IVCi will be performed between the hours of 7:00 AM and 5:00 PM local time. Exact work hours for the project will be established by IVCi's Project Manager based on Room Availability and Company's Hours. After Hours work will be available as required for an additional fee at time and a half or double time rates. Refer to the SOW for labor rates.

A.7 Project Delays

IVCi understands that delays may happen during the course of your project. Communicating these delays to IVCi is required to minimizing schedule delays and costs associated with a delay. Customer agrees to reimburse IVCi for additional expenses for delays caused by the Customer and Customer's agents including failure to adhere to IVCi's room acceptance criteria, failure of Owner furnished equipment and failure to adhere to payment schedule. Delays caused by the Customer and Customer's agents which result in the delay of equipment delivery will result in storage fees.

Project delays caused by the Customer after approval of the original project schedule do not alter the original payment schedule. The payment schedule will always follow the originally approved project schedule.

A.8 Owner Furnished Equipment

IVCi pricing for the project assumes all owner furnished equipment (OFE) is in working condition, is at the latest firmware level, and meets current industry standards. All necessary repairs, including but not limited to, hardware failure, software failure, upgrades to software, or modifications required for integration into the audiovisual system are not part of this proposal. A change order will be provided for any hardware and services required to replace or repair OFE that is not in working condition or that does not meet current industry standards. Project delays caused by failed OFE gear will result in additional charges and delays as detailed in section A.7.

If any owner furnished equipment fails before or during the installation phase of a project which prevents IVCi from reaching system completion by the targeted completion date, IVCi will consider that targeted completion date the project completion date for final invoicing and payment. Return visits to address the completion of services caused by OFE failure will be billable at IVCi's **Standard Labor Rates** as indicated in SOW

IVCi will not be responsible for any Owner Furnished Equipment failures except for failures clearly identified to be solely and directly caused by physical handling by an IVCi employee.

Owner Furnished Equipment will not be covered under the IVCi AV Standard Warranty.

A.9 Travel

Projects outside our dispatch areas will incur travel expenses. Whenever travel expenses are incurred, any changes to the project including but not limited to delays, change orders, OFE failures, etc. will incur additional travel costs.

A.10 Storage

Customer agrees to provide adequate and secured storage area for all installation equipment, supplies and tools. The storage area is to be locked at all times, with only IVCi and Customer contact having access to storage area. IVCi is to be given a key to the locked storage area. Customer agrees to accept storage of all equipment, supplies or tools prior to the agreed upon install date. Any reported theft or damage of equipment and /or materials from the storage location during secure times shall be the sole responsibility of the Customer.

A.11 Delivery

Product will be delivered to Customer's facility via standard shipment unless noted otherwise the price quote. If special shipping services are required for "Inside Delivery", "Lift Gate Delivery" or moving personnel, additional charges will apply. Customer agrees to make freight docks and necessary freight elevators available as requested by the IVCi Project Manager for the delivery of equipment racks and equipment or supplies delivered by the IVCi Installation Team. Time delays and related costs associated with facility access will be billed to the Customer at IVCi's Onsite rates.

A.12 Control System Source Code

Ownership of Control System Source Code is dependent upon the selection of the Control System Platform (CSP) for the project.

A.13 IVCi AV Standard Limited Warranty

IVCi will provide a limited labor warranty on all workmanship provided by us for a period of six (6) months from Customer's Acceptance as defined above in section A2. If during that time, the Customer notifies IVCi in writing that the System fails to perform as specified due to faulty workmanship, IVCi will correct the reproducible problem reported at no additional charge. IVCi is not responsible for the condition or functionality of existing Owner Furnished equipment unless specific coverage has been purchased for these components. All new materials purchased from IVCi contained in this System come with complete manufacturer's warranty against defects in parts and workmanship. These basic warranties cover all hardware on a return to factory – basis. A copy of all manufacturers' warranties will be included in the Close-out Documentation provided for each room. IVCi is not responsible for accidental breakage or Customer's misuse of equipment. Specific Exclusions, Exceptions and Limitations apply to our warranty, as listed below:

Alterations and or damages caused by any parties other than IVCi.

Acts of God Including but not limited to: Wind, Rain, Storm damage, and all other acts of nature.

Liquid damage Including but not limited to water leaks, burst pipes etc.

Line Power, Static Electricity, IVCi will not be responsible for power line faults of any kind. Though suppression may be provided for the system in accordance with best industry practice, it will not be considered absolute protection against surges, spikes or any other irregularities of the power source. Equipment damaged by static born electricity, and or inductive electricity is not covered in any way by IVCi.

Lack of ventilation Including but not limited to: Temperature damage, overheating, and system failure. Proper and adequate ventilation of equipment is required to maintain the performance of all the installed components. Blocking of vents, blower or fan grills will cause a lack of proper ventilation. The Customer is responsible for maintaining any exhaust filters that may need service. In especially dusty, dirty or smoky environments, professional services may be needed to replace and or clean filters of equipment that use such devices. Failure to provide or maintain adequate ventilation may result in the void of Manufacturer and IVCi warranties.

Foreign materials But not limited to: Dust, Dirt, Smoke, Sand, etc.

Materials & Equipment Any material or equipment provided by anyone other than IVCi and its agents and/or subcontractors is excluded: IVCi will not in any way warrant failure of these materials and or equipment. Their repair and or replacement, and all associated labor will be handled as a service call separate from any other work being done at any time during or after the contracted installation.

Acts of Customer or Third Parties Any acts of the Customer or third parties which damages the System.

THE ABOVE WARRANTIES ARE IVCi'S ONLY WARRANTIES AND NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY AND IVCi EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES.

A.14 IVCi AV Managed Care Onsite

If purchased, IVCi's AV Managed Care On-Site offering provides our Customers with turnkey, rapid-response coverage for labor and support on their recently integrated environment in addition to IVCi's Standard Warranty. For the term of the agreement this package includes the following, industry-leading support services for your integrated AV solution:

This service includes:

- Unlimited telephone technical support for defective or faulty system operation by CVE/CTS Certified Engineer (One hour maximum response)
- IVCi's Call Center will open a trouble ticket and the service issue is tracked until resolution.
- IVCi's Technical Help Desk will perform (with the Customer's assistance) preliminary troubleshooting, remote diagnosis and a video test call to identify the problem before ordering parts for shipment.
- An IVCi trained and certified technician is dispatched to arrive on-site next business day (for allcalls received prior to 2PM EST).
- IVCi will honor the manufacturer's warranty for all equipment provided.
- Free labor to replace projector bulbs for equipment provided (customer is responsible for the cost of the bulb).
- Free operating system software updates on all equipment provided (Performed at the scheduled preventative maintenance sessions)
- Software upgrades are not included but are often available free of charge from the manufacturer Web site. (Software upgrades installation services available at additional charge).

AV Standard Warranty Exclusions, Exceptions and Limitations still apply with this Agreement.

A. 15 Limitation of Liability

IN NO EVENT SHALL THE LIABILITY OF IVCi FOR DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO IVCi BY CUSTOMER FOR LABOR SERVICES OF THE PROJECT. IN NO EVENT WILL IVCi BE LIABLE FOR ANY DAMAGES FOR LOSS OF USE, LOST PROFITS, BUSINESS LOSS OR ANY INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES WHETHER OR NOT IVCi HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

A. 16 General Provisions

1. **Assignment.** Customer shall not assign the Agreement without the IVCi's prior written consent. Notwithstanding the foregoing, upon written notice to IVCi, Customer may assign this Agreement to a successor who purchases all or substantially all of its business, assets, and obligations, provided that the assignee agrees in writing that it will be bound by the terms and conditions of this Agreement.
2. **Force Majeure.** IVCi shall not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, riot, labor disputes, strikes, unavailability of equipment, materials and supplies, failure of electrical, Internet, co-location or telecommunications service, acts of civil or military authorities, fire, floods, earthquakes, accidents, fuel crises, or infectious disease outbreaks, epidemics, or pandemics.
3. **Governing Law, Venue & Waiver of Jury Trial.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New York, without regard to its conflicts of laws principals. Any and all disputes related to, or arising out of, this Agreement shall be commenced and maintained exclusively in the state or federal courts located in the State of New York, Suffolk County and the parties irrevocably consent and agree to submit to the jurisdiction and venue of said courts. Moreover, the parties agree that any and all disputes shall be heard and resolved by a judge sitting without a jury and THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO A JURY TRIAL.
4. **Notice.** Any notice under this Agreement must be in writing and delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested. Notices to IVCi will be sent to the following address or such other address as IVCi may specify in writing.

IVCi, LLC
601 Old Willets Path
Hauppauge, New York 11788
Attention: Karen N. Cantalupo, VP of Contracts

With a copy of all legal notices also sent to:

Gallagher, Walker, Bianco & Plastaras, LLP
98 Willis Avenue
Mineola, New York 11501
Attention: Thomas E. Plastaras, Esq.

Notices to Customer will be sent to the address set forth in the proposal or quote or such other address as Customer may specify in writing.
5. **No Agency.** The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

6. **Non-Solicitation.** The Customer agrees that during the duration of the project and for a period of one (1) year following the Customer's Acceptance of the System, it shall not entice, solicit, hire or encourage any employee IVCi with whom it had contact to leave IVCi's employ.
7. **Publicity.** Customer agrees to allow disclosure by IVCi in one or more press releases, and in related discussions with IVCi's customers, prospective customers, and industry/financial analysts, of Customer's, selection, purchase and use of IVCi's products and services and to permit inclusion of Customer name and Customer's logo on IVCi's website, customer lists and sales materials.
8. **Export Controls.** Customer acknowledges that the equipment and services may be subject to the U.S. Export Administration Regulations (the "EAR") and Customer will comply with the EAR. Customer will not export or re-export the equipment, directly or indirectly, to: (1) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria); (2) any end user who Customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (3) any end user who has been prohibited from participating in the US export transactions by any federal agency of the US government. In addition, Customer is responsible for complying with any local laws in Customer's jurisdiction which may impact Customer's right to import, export or use the equipment.
9. **Waiver.** No failure or delay by any party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as any waiver of any such right, power, or remedy.
10. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
11. **Entire Agreement.** The proposal, quote, Statement of Work and these Terms and Conditions of Sale, and their attached or referenced exhibits constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement shall prevail over any terms and conditions appearing on Customer's purchase orders or other ordering documents, regardless of when such purchase orders or other ordering documents are delivered to IVCi, to which notice of objection is hereby given. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties. This Agreement may be executed in counterparts.

