

Retail Sales Agreement



Reference Number: 1405750
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Kingsbury County Courthouse - AV Upgrades

Prepared By: Chuck Risty
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FORTÉ
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COMPANY

Kingsbury County
202 2nd St SE
De Smet, SD 57231

Contact: Jennifer Malone
Phone:
Email: jennifer.malone@ujs.state.sd.us
Account Number: KIC0012

PROJECT SITE

Kingsbury County Courthouse
202 2nd St SE
PO Box 176
De Smet, SD 57231

Contact: Jennifer Malone
Phone: 605-854-3811
Email: jennifer.malone@ujs.state.sd.us
Account Number: KIC0012

INVOICE TO

Kingsbury County
202 2nd St SE
De Smet, SD 57231

Contact: Jennifer Malone
Phone: 605-854-3811
Email: jennifer.malone@ujs.state.sd.us
Account Number: KIC0012

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$15,237.38
Integration	\$18,588.47
PRO Support	\$0.00
Shipping & Handling	\$808.00
Tax	\$0.00
Grand Total	\$34,633.85

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

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

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

INVOICING AND PAYMENT TERMS

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

FORTÉ uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

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

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

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

AGREED AND ACCEPTED BY

	FORTÉ
Company	Company
Signature	Signature
Printed Name	Printed Name
Date	Date

CONFIDENTIAL INFORMATION

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

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Sub-Total:				\$0.00
Kingsbury County Courthouse - AV Upgrades				
OWNER	Owner Furnished Tesira DAN VT	1	\$0.00	\$0.00
OWNER	Owner Furnished VOIP or analog bench phone with headset jack	1	\$0.00	\$0.00
BSS	Headset interface	1	\$243.52	\$243.52
OWNER	Owner Furnished Wireless mic receivers	5	\$0.00	\$0.00
SHURE	MICROPHONE	5	\$312.31	\$1,561.55
NEUTRIK	NEUTRIK XLR 3P CBL NKL	5	\$3.96	\$19.80
WILLIAMS SOUND	FM Plus - Large-area Dual FM and Wi-Fi base transmitter with network control, OLED display, DSP audio processing, room control via Telnet commands, analog XLR input and line output. Includes: (1) ANT	1	\$1,269.48	\$1,269.48
WILLIAMS SOUND	FM receiver with seek-button channel selection. (1) EAR 022 surround earphone, and (1) BAT 001-2 AA	2	\$127.20	\$254.40
OWNER	Owner Furnished PC for FTR Existing connection	1	\$0.00	\$0.00
OWNER	Owner Furnished Ceiling Speakers	6	\$0.00	\$0.00
DYNACORD	120W single channel power amplifier with one line input and EMG override input (70/100V or line). Full power output at 4, 8, 70V or 100V. Selectable 120Hz HPF. Compact rack design. All mounting acces	1	\$311.17	\$311.17
QSC	6.5" Two-way ceiling speaker, 70/100V transformer with 8 bypass, 110 conical coverage, includes C-ring and rails for blind mount installation. Priced individually, sold only in pairs.	2	\$138.75	\$277.50
OWNER	Owner Furnished Bench PC and Monitor for web conferencing	1	\$0.00	\$0.00
OWNER	Owner Furnished 12 Space? Rack	1	\$0.00	\$0.00
AUDINATE	Dante AVIO USB IO Adapter with RJ45 and USB type A	1	\$212.00	\$212.00
NETGEAR	5PT POE/POE+GIGE UNMANAGED SW	2	\$140.86	\$281.72
MARSHALL ELECT	Compact 12x Auto-Track PTZ (Black)	1	\$862.50	\$862.50
MARSHALL ELECT	Wall Mount for CV605 Cameras (Black)	1	\$58.13	\$58.13
AVPRO	100-meter extension kit for USB 3.2 Gen 1 with a USB-C host and a four USB-A port hub connected via	1	\$516.44	\$516.44
NEWLINE	75" STV+ Smart TV, UHD 4K, Built in Wifi, Digital Signage Capable, Commercial Display	1	\$1,314.67	\$1,314.67
NEWLINE	43"/55"/65"/75"/86" Wall Mount	1	\$96.58	\$96.58
CRESTRON	1:2 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	1	\$291.25	\$291.25
ATLONA	Single Gang TX Wall Plate with USB-C and HDMI supporting USB data	2	\$662.50	\$1,325.00
ATLONA	Omega 4K/UHD Receiver with Dual HDBaseT inputs, HDMI input and HDMI output	1	\$1,099.75	\$1,099.75
ATLONA	Velocity 8 button keypad with e-ink display includes black and white North America bezels	1	\$397.50	\$397.50
RDL - RADIO DE	DESKTOP CHASSIS-WHITE	3	\$71.52	\$214.56
RDL - RADIO DE	Single Cover Plate white	3	\$13.23	\$39.69
AVPRO	HDBaseT (CAT6) Extender Kit. ICT 18G, 70m 4K (100m HD) Slim Extender with I-Pass, Bi-Directional Po	2	\$697.01	\$1,394.02
RDL - RADIO DE	Dual XLR 3-pin Female Jacks on D Plate - Terminal block connections	2	\$25.47	\$50.94
VEXTRA COMMSCO	23-4P UNS SOL CMP C6 Bik Jkt - 500 FT	2	\$186.25	\$372.50
SENTINEL CONNE	RJ45 PLUG 8P8C CAT6 CLEAR	100	\$0.34	\$34.00
WINDY CITY WIR	18-02 UNS STR CMP Bik Jkt BR	1	\$216.46	\$216.46
WINDY CITY WIR	22 AWG 2 Pair Each Pair Shielded Plenum Black Jacket	1	\$160.00	\$160.00
WINDY CITY WIR	Windy City WireHDMI Ultra/3	3	\$11.37	\$34.11
WINDY CITY WIR	Windy City Wire HDMI Ultra/6, 6' (1.8 m) 4K/UHD Ready	3	\$13.31	\$39.93
WINDY CITY WIR	Windy City WireHDMI Ultra/12, 12' (3.6 m) 4K/UHD Ready	2	\$19.31	\$38.62
WIREMOLD	OVER FLOOR RACEWAY BASE AND COVER	3	\$474.20	\$1,422.60
WIREMOLD	OVER FLOOR RACEWAY 2-GANG BOX	2	\$187.15	\$374.30
WIREMOLD	OFR SEAM CLIP	4	\$41.60	\$166.40

WIREMOLD	OFR COUPLING(PAIR)	2	\$26.29	\$52.58
WIREMOLD	OVER FLOOR RACEWAY WIRE CLIPS	12	\$3.02	\$36.24
WIREMOLD	OFR DECORATOR PLATE	2	\$39.11	\$78.22
WIREMOLD	OVER FLOOR RACEWAY ENT END FIT	1	\$119.25	\$119.25
	On Site Integration, Engineering, Programming, Project Management, Travel			\$18,588.47
Sub-Total: Kingsbury County Courthouse - AV Upgrades				\$33,825.85

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: FORTE deliver and install several audio and video upgrades to the existing AV system in the courtroom. System will consist of additional wired mics, speakers, and assisted listening device connected to existing audio processor. AV inputs at counsel tables to be used with a 75" TV, web conferencing capability hosted by the bench PC, connection to Owner's bench phone. Content shown on the TV can be switched between counsel table AV inputs and bench PC.

B. SYSTEM DESCRIPTION:

- Displays:
 - (1) 75" display
- Source Devices:
 - (2) HDMI+USB-C wall plates on counsel tables
- Audio:
 - (1) Existing Tesira DAN VT processor
 - (6) wired desktop microphones (bench, witness, three counsel tables)
 - (2) new in-ceiling speakers
 - (1) new amplifier
 - Existing amplifier and ceiling speakers
 - (5) existing wireless mics
 - (1) Assisted listening transmitter with 2 receivers
 - (1) Existing connection to FTR PC
 - (1) connection to Owner provided phone at the bench
- Conferencing:
 - Web conferencing will be hosted by Owner's conferencing platform installed on bench PC
 - (1) PTZ camera connected via USB to bench PC
 - (1) USB audio connection from AV system to bench PC
- Switching:
 - Video switching by 3-input Atlona receiver/switcher
- Controls:
 - (1) Atlona button panel at bench to control inputs displayed on TVs and to power TVs on/off
- Equipment Location:
 - Existing equipment rack to re-used to house all AV head-end equipment

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

- 120VAC outlets at TV location
- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *FORTÉ is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

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

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

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

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

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

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

G. KNOWLEDGE TRANSFER (TRAINING)

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

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

H. FORTÉ INTEGRATION SERVICES RESPONSIBILITIES

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

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.

- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

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