

**North Carolina  
Wake County**

**PUBLIC WORKS CONTRACT FORM  
TOWN OF KNIGHTDALE**

**CONTRACT FOR:** Knightdale Law Enforcement Center Training Room IT and Video Distribution (hereinafter “Project”), as defined and set forth in detail in proposal #11130 dated June 6, 2025 (hereinafter “Attachment A”). Attachment A is incorporated herein by reference and the description of the work is made a part of this Contract.

This Contract is made and entered into as of the \_\_\_\_ **day of July 2025**, by the Town of Knightdale (“Town”) and Smarter Systems, LLC (hereinafter “Contractor”), ( ) a corporation, ( ) a professional corporation, ( ) a professional association, (X) a limited partnership, ( ) a sole proprietorship, or ( ) a general partnership; organized and existing under the laws of the State of North Carolina. The contract shall continue for an initial term of one (1) year unless earlier terminated pursuant to Section 8. The initial term may be renewed for consecutive one (1) year periods (each an “Additional Term”) upon mutual agreement of both parties in writing.

**Sec. 1. Title and Purpose.** Contractor shall perform installation of an audio-video system to the Law Enforcement Center Training Room in accordance with Attachment A.

**Sec. 2. Scope and Services to be Performed.** The Contractor shall perform Work in accordance with Attachment A at the direction of the Town. Contractor will render its Services in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the Services are to be performed. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the Town that arise out of this contract. Any modifications, corrections, or change orders by either party must be made in writing signed in the same manner as the original. The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

**Sec. 3. Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

**Sec. 4. Compensation.** The Town agrees to pay the Contractor for the work completed and for services performed within the scope of this contract for no more than **\$147,758.81**. Payments for additional work completed or services performed under this contract must be approved in writing by the town prior to the commencement of such work or service. The Town shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this contract.

**Sec. 5. Contractor’s Billings to the Town.** Contractors shall submit their invoice to the Town’s project manager for the work or portion of the work completed or services performed as well as provide a Contractor Sales Tax Report when applicable or requested. The Town’s project manager prior to submitting the invoice to the Finance Department will verify the charges for quantities of work completed or services performed.

**Sec. 6. Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

Coverage	Minimum Limits
Commercial General Liability	\$5,000,000 per occurrence (\$5,000,000 aggregate)
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Workers’ Compensation and Employer’s Liability	Statutory Limits and must include \$1,000,000 Each Accident, \$1,000,000 Disease (Each Employee, \$1M Disease-Policy Limit)

Upon acceptance of the contract by the Town the contractor shall provide the Town with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, the Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage.

The Town shall be named as an **additional insured** under the general liability and automobile liability policies required hereunder and the statement should read "Town of Knightdale is to be added as an additional insured as evidenced by an endorsement attached to this certificate." In the event the contractor fails to maintain and keep in force the insurance herein required, the Town reserves the right to cancel and terminate the contract without notice.

The Principal Officer of the Contractor's firm shall, upon request of the Town, provide a statement of proof indicating that a **Drug-Free Workplace Program** is in place and that where required by law, company drivers meet the **DOT/CDL licensing** requirements.

**Sec. 7. Performance of Work by Town.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Sec. 2 above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

**Sec. 8. Termination.**

- (a) The Town may terminate this contract in whole or, from time to time, in part, for the Town's convenience or because of failure of the Contractor to fulfill the Contract obligations. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall – (1) Immediately discontinue all services affected (unless the notice directs otherwise);
- (b) If the termination is for the convenience of the Town, the Town shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
- (c) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Town.
- (d) The rights and remedies of the Town provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**Sec. 9. Attachments.** The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A – Proposal #11130 dated June 6, 2025

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment, which materially alters the Standard Terms contained herein, must be reviewed pursuant to the Town's Contract Review Procedure.

**Sec. 10. Notice.**

- (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, electronic delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

Attn: Phillip Bunton  
Town of Knightdale  
950 Steeple Square Ct.

To the Contractor:

Attn: Ned Coleman  
Smarter Systems LLC  
2520 Whitehall Park Dr. Ste 400

Knightdale, NC 27545  
Phone Number: 919-217-2250  
Email: Phillip.bunton@knightdalenc.gov

Charlotte, NC 28273  
Phone Number: 704-765-5065  
Email: ned@smartersys.com

- (b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

**Sec. 11. Indemnification.** To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the Town of Knightdale, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract to the extent proximately caused by the negligent acts, errors or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Knightdale, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of North Carolina law or federal law, including but not limited to, sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. Nothing in this section shall require the Contractor to defend the Town of Knightdale if the Contractor is a “design professional” as defined in N.C.G.S. § 22B-1(f)(4), or if this Contract includes “design professional services” as defined in N.C.G.S. § 22B-1(f)(6). This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

**Sec. 12 Miscellaneous.**

- (a) **Choice of Law and Forum.** This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- (b) **Waiver.** No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- (c) **Performance of Government Functions:** Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- (d) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- (e) **Assignment, Successors and Assigns.** Without the Town’s written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the Town’s defenses and shall be liable for all of the Contractor’s duties that arise out of this contract and all of the Town’s claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.
- (f) **Compliance with Law.** In performing all of the Work or Services contained herein, the Contractor and Contractors Employees shall comply with all applicable laws and regulations of the State of North Carolina pertaining to such Work or Services including Occupational Safety & Health laws.

- (g) **Town Policy.** THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER TOWN CONTRACTS.
- (h) **EEO Provisions.** During the performance of this Contract the Contractor agrees as follows:
1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.
  2. The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- (i) **No Third Party Right Created.** This contract is intended for the benefit of the Town and the Contractor and not any other person.
- (j) **Principles of Interpretation.** In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.
- (k) **Modifications, Construction Change Directives (CCD), Entire Agreement.** A modification, or construction change directive per the AIA standards, of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract. Construction change directives to unit priced contracts will be paid at the unit price and non-unit priced contracts will be paid at the contractor's cost as defined by the AIA plus the reasonable allowance for overhead and profit which shall be agreed to between the contractor and Town.

**Sec. 13 E-Verify.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statues.

**Sec. 14 Attorney's Fees.** Should either party deem it necessary to retain an attorney or other counsel to defend and/or pursue the enforcement of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**Sec. 15 Electronic Signature.** This Contract may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Contract by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, the Town of Knightdale and the Contractor have caused this Contract to be executed under seal by their respective duly authorized agents or officers.

**TOWN OF KNIGHTDALE:**

By: \_\_\_\_\_  
Authorized Town Official

ATTEST BY:

\_\_\_\_\_  
Town Clerk

SEAL:

*This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.*

Alice DeGaetano

Town Finance Officer

7/3/25

Date

SMARTER SYSTEMS LLC:

By:

Neil C. III  
CEO

, ~~Manager~~/Managing Member

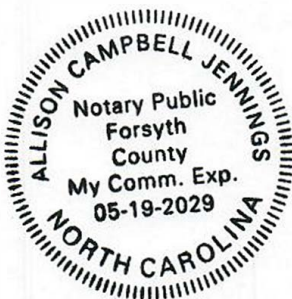
6/26/25

Forsyth COUNTY, NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each  
acknowledging to me that he or she signed the foregoing  
document:

Public Works Contract

Date: June 26, 20 25



Allison Campbell Jennings

[Notary's signature as name appears on seal]

Allison Campbell Jennings, Notary Public  
[Notary's printed name as name appears on seal]

My commission expires: May 19, 20 29

[Affix Official Seal in Space Above]

**BILL TO**

**Company:** Town of Knightdale  
**Address:** 979 Steeple Square Court  
Knightdale, NC 27545  
**Contact:** Phillip Bunton  
**Phone:** (919) 217 2259

**JOB LOCATION**

**Company:** Town of Knightdale  
**Address:** 979 Steeple Square Court  
Knightdale, NC 27545  
**Contact:** Phillip Bunton  
**Phone:** (919) 217 2259

**Sales Rep:** MARIA CLINE

**Phone:**

**Valid Until:** 7/13/2025

**Date:** 6/6/2025

**Email:** maria.cline@smartersys.com

**Terms:** NET 15

**TITLE**

Proj\_2760 Town of Knightdale - Police Department Call Center & Training

**SCOPE OF WORK**

### Audio/Visual Systems Design and Installation Proposal

#### Project Overview (Basic Summary)

Project Location: Town of Knightdale - Call Center & Training Facility

979 Steeple Square Court, Knightdale, NC, 27545

Smarter Systems is pleased to provide the following use case proposal for your facility. In this proposal, you will find solutions organized by room type and/or meeting space that represent our recommendations for your customized audio-visual system. Please review each system carefully to ensure we have met your requirements.

You will also find listed below the requirements necessary to ensure a project can be completed successfully. Please take a moment to review. We look forward to your feedback on this proposed statement of work.

#### Statement of Work Summary

##### Scope of Work - Town of Knightdale - Training Room

##### Functional Description -

This design is based on the client's desire to add an audio-video system to the Training Room. The room is approximately 30' by 30' with 9' - 10' 6" ceilings. This design will use a series of AVoIP encoders and decoders to allow for a customizable and expandable system. The room is divisible and can operate as one large space or two smaller spaces.

The East Side of the Training Room will have two 85" displays on the North wall, a 2x2 video wall made up of 55" displays on the East wall and a 65" display on an articulating arm mounted to the East wall. The West Side of the Training Room will have two 85" displays on the West wall, two 65" displays on articulating arms mounted in the corners of the West wall, a 65" display on an articulating arm

mounted to the North wall and a 65" display ceiling mounted in the center of the room.

In each side of the Training Room a HDMI wall plate will be installed to connect a computer into the system to display onto the screens. In addition, a camera will be installed in each side of the Training Room. The computers and cameras will be connected to AVoIP encoders to enable the video and audio to be routed through the space.

A new audio system will be installed in the Training Room. Each side of the room will have 6 ceiling speakers and a Shure ceiling array microphone. A new Biamp audio processor and amplifier will be programmed to mix the audio in the rooms and drive the ceiling speakers.

Each room will have a USB wall plate located next to the HDMI wall plate to enable a computer to connect to the audio system and use the room's camera as a webcam. This will enable BYOD conferencing within the space.

A Crestron control system will be installed in the classroom. Each side of the Training Room will have a 7" wall mounted touch panel to control that room's equipment. The control system and touch panels will allow the end-users to control the room through an easy to navigate graphical user interface (GUI). The exact controls and touch panel layout will be coordinated with the client, however a basic overview of the functionality is: Display Power On/Off, Source Selection, Camera Controls, Audio Volume and Audio Mute controls.

Each display will require a 120VAC 15A duplex outlet and plywood backing. The AV equipment will be housed in an Audio Visual rack. The rack will require a 120VAC 15A duplex outlet.

The following is a summary of the equipment used in this system:

#### Video -

- - 
  - 
  - 
  - 
  -
- 4 Samsung 85" Displays with Wall Mounts
  - 4 Samsung 55" Video Wall Displays with Wall Mounts
  - 4 Samsung 65" Displays with Articulating Wall Mounts
  - 1 Samsung 65" Display with Ceiling Pole Mount

#### Media Source(s) -

- 2 HDMI Guest Laptop Connections
- 2 Aver PTZ Cameras
- Crestron DM-NVX Encoders & Decoders

#### Audio -

- 12 Biamp Ceiling Speakers
- 2 Shure Ceiling Array Microphones
- Biamp TesiraForte X400 Audio Processor

- Crestron AMP-X300 Audio Amplifier

#### Control -

- Crestron CP4N Control Processor
- 2 Crestron TSW-770 Wall Mounted Touch Panels
- Netgear 8-Port Managed PoE+ Network Switch

#### Client Responsibilities

- Client is responsible for electrical installation as required for the AV system.
- Client is responsible for network connectivity and data port installation and configuration.
- Client provides cable chases for routing of all AV cables.
- Client to provide floor interface with sufficient space for AV connectivity.
- Client is responsible for any dry-wall, floor, and ceiling tile re-finish/painting that may be required as a result of installation of AV components.
- Client is responsible for configuration and support of OFE PC

#### Smarter Systems' Responsibilities

- Smarter Systems will install all equipment in accordance with the manufacturers' specifications, national and local regulation ordinances and codes.
- All equipment will be installed with provisions for the safety of the operator, with all controls accessible as specified under the Americans with Disabilities Act (ADA) guidelines.
- All Smarter Systems staff will conduct themselves in a professional, courteous manner, maintaining a clean-cut appearance and acceptable dress. All Smarter Systems staff is expected to check in and out with the client or an assigned contact upon arrival and departure from site.
- Smarter Systems staff will maintain a clean and safe work environment. All unused materials, containers, tools and equipment will be removed when possible. Smarter Systems will take precautions to protect all floors, walls, windows and other surfaces from stains, marring or other damage.
- Smarter Systems lists all equipment to be installed as part of the proposal. Unless specifically stated, Smarter Systems does not intend to install equipment other than that show in the proposal. If the product is not installed or supplied by Smarter Systems, Smarter Systems will not be held responsible for warranty of those products.



QTY	MANUFACTURER	ITEM	UNIT PRICE	TOTAL PRICE
<b>Other Items</b>				
<b>Other Items</b>				
1	Windy City Wire	16-02P-WHT-500 16-02 UNS STR CMP Wht Jkt BR, 500'	\$154.06	\$154.06
1	Windy City Wire	22-02SP-BLK 22-02 OAS STR CMP Blk Jkt BR	\$152.70	\$152.70
2	Windy City Wire	CAT6P-BLK 23-4P UNS SOL CMP C6 Blk Jkt, 1000'	\$409.46	\$818.92
1	Windy City Wire	CAT6P-BLK-500 23-4P UNS SOL CMP C6 Blk Jkt, 500'	\$204.74	\$204.74
4	Samsung	VH55C-E 55IN 700Nit 1920x1080 Resolution Narrow Bezel Commercial LED LCD Display	\$2,541.25	\$10,165.00
<b>Other Items Total:</b>				<b>\$11,495.42</b>

**Classroom**
**Projection, Screen Display, and Display Mounting E**

1	CHIEF	CMS0305 3' - 5' Adjustable extension column, black	\$144.64	\$144.64
5	Samsung	QB65C 65" UHD 4K LED display. Dynamic Crystal Color with Quantum Processor 4K	\$1,263.38	\$6,316.90
1	CHIEF	CMA330 8" Offset fixed ceiling plate	\$52.01	\$52.01
4	Samsung	QB85C 85" QBC Series 4K UHD Display	\$3,038.75	\$12,155.00
4	Chief	LVSXU ConnexSys video wall landscape mounting system without rail	\$718.20	\$2,872.80
4	CHIEF	TS525TU Large THINSTALL Dual Swing Arm Wall Mount	\$506.59	\$2,026.36
1	CHIEF	MCM1U SINGLE CEILING MOUNT MEDIUM BLACK	\$252.23	\$252.23
4	CHIEF	XTM1U X-Large fusion micro-adjustable tilt wall mount	\$324.19	\$1,296.76

**Input Media, Control & Signal Switching**

1	Crestron Electronics	CP4N 4-Series Control System	\$1,925.00	\$1,925.00
6	Crestron Electronics	DM-NVX-E30 DM NVX 4K60 4:4:4 HDR Network AV Encoder	\$893.75	\$5,362.50
6	Extron	70-1053-03 Extron WPD 101 C, One XTP DTP 24 Coupler	\$51.25	\$307.50
2	AVER	COMCAM570 4K Dual Lens Audio Tracking Camera for Medium and Large Rooms	\$2,163.34	\$4,326.68
2	Crestron Electronics	TSW-770-B-S 7 in. Wall Mount Touch Screen, Black Smooth	\$1,237.50	\$2,475.00
2	Crestron Electronics	DM-NUX-R2 DM NUX USB over Network with Routing, Remote	\$412.50	\$825.00
4	Crestron Electronics	DM-NVX-E20-2G-W-T DM NVX 4K60 4:2:0 Network AV Encoder, Wall Plate, White Textured	\$750.00	\$3,000.00
2	Crestron Electronics	DM-NVX-D30 DM NVX 4K60 4:4:4 HDR Network AV Decoder	\$893.75	\$1,787.50

QTY	MANUFACTURER	ITEM	UNIT PRICE	TOTAL PRICE
<b>Classroom</b>				
<b>Input Media, Control &amp; Signal Switching</b>				
13	Creston Electronics	DM-NVX-D200 DM-NVX-D200 DM NVX 4K60 4:2:0 Network AV Decoder with Scaler	\$750.00	\$9,750.00
2	Creston Electronics	HD-CONV-USB-300 USB Converter with HDMI and Analog Audio Input	\$618.75	\$1,237.50
2	Creston Electronics	DM-NUX-L2-1G-W USB over Category Cable Extender Wall Plate, Local, White	\$585.00	\$1,170.00
<b>Audio</b>				
12	Biamp Systems	DX-IC6LP-W White 6.5" In-Ceiling, Low Profile coaxial loudspeaker, 60W, 8 ohms, 70V/100V transformer, White (priced individually, but sold in pairs)	\$181.25	\$2,175.00
2	Shure	MXA920W-S Ceiling Array Microphone with Shure IntelliMix DSP Suite, White	\$3,938.75	\$7,877.50
1	Biamp Systems	Tesira EX-UBT Expander supports up to 8 channels of configurable USB audio	\$625.00	\$625.00
1	Biamp Systems	TesiraFORTE X 400 Meeting Room DSP with 4 integrated PoE+ ports. AVB & Dante, 2x2 analog I/O, Stereo USB and 4 channels of AEC. Includes Biamp Launch automatic discovery and tuning	\$3,093.75	\$3,093.75
1	Creston Electronics	AMP-X300 X-Series Amplifier	\$550.00	\$550.00
<b>IT System</b>				
1	Netgear	GSM4248PX-100NAS 40x1G PoE+ 960W and 8xSFP+ Managed Switch (Americas)	\$2,757.50	\$2,757.50
<b>Misc Hardware, Cables and Cable Management</b>				
2	Liberty AV Solutions	E-USBAB-10 10' Economy molded USB 2.0 A Male to B Male cable	\$4.06	\$8.12
1	MIDDLE ATLANTIC	ERK-4425-AV 44Space /25D Configured Av Rack	\$1,794.94	\$1,794.94
4	Liberty AV Solutions	E-USBAB-6 6' Economy molded USB 2.0 A Male to B Male cable	\$4.45	\$17.80
17	Liberty AV Solutions	HDPMM06F 6' Liberty Premium High Speed HDMI Cables with Ethernet - 18 Gig 4K@60Hz	\$14.25	\$242.25
8	Liberty AV Solutions	ZG-H03M 9.84' Zero-G Series Super Flexible 18G High Speed HDMI Cable Series	\$38.20	\$305.60
1	MIDDLE ATLANTIC	CBS-ERK-25 CASTER BASE FOR ERK 25DP	\$189.56	\$189.56
93	Sentinel	111S08080016C34 Category 5e Shielded 8P8C RJ45 Plug Bag	\$1.03	\$95.79
13	Liberty AV Solutions	PC6B007BK LAN solution category 6 U/UTP pre-made patch cable, 7', Black	\$4.27	\$55.51
1	Smarter Systems	MISC-EXPENSE Miscellaneous Parts and Equipment	\$875.00	\$875.00
<b>Shipping</b>				
1	Smarter Systems	Shipping/Freight Shipping Estimate Costs	\$7,193.71	\$7,193.71
<b>Labor</b>				

QTY	MANUFACTURER	ITEM	UNIT PRICE	TOTAL PRICE
<b>Classroom</b>				
		Installation Services		\$40,422.88
<b>Other Items</b>				
1	Windy City Wire	CAT6P-BLK 23-4P UNS SOL CMP C6 Blk Jkt, 1000'	\$409.46	\$409.46
1	Windy City Wire	CAT6P-BLK-250 23-4P UNS SOL CMP C6 Blk Jkt, 250'	\$102.31	\$102.31
1		B0D31PWFTH Perlegear Electric Ceiling TV Mount with Remote for 32-70 inch Flat and Curved Screen TVs, Motorized TV Ceiling Mount Flip Down for Flat Roof, Drop Down Ceiling Mount	\$199.97	\$199.97
<b>Classroom Total:</b>				\$126,275.03
<b>Subtotal:</b>				\$137,770.45
<b>Tax:</b>				\$9,988.36
<b>Total:</b>				\$147,758.81

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## General Terms and Conditions

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This quotation for the equipment and services named is valid for 30 days from issuance and subject to the following terms and conditions:

### **Client Responsibilities**

- Client is responsible for electrical infrastructure as required for the AV system.
- Client is responsible for network connectivity and data port infrastructure and configuration.
- Client provides cable chases for routing of all AV cables.
- Client to provide floor interface with sufficient space for AV connectivity.
- Client is responsible for any dry-wall, floor, and ceiling tile re-finish/painting that may be required as a result of installation of AV components.
- Client is responsible for configuration and support of an owner furnished computer.

### **Smarter Systems' Responsibilities**

- Smarter Systems will install all equipment in accordance with the manufacturers' specifications, national and local regulation ordinances and codes.
- All equipment will be installed with provisions for the safety of the operator, with all controls accessible as specified under the Americans with Disabilities Act (ADA) guidelines.
- All Smarter Systems staff will conduct themselves in a professional, courteous manner, maintaining a clean-cut appearance and acceptable dress. All Smarter Systems staff is expected to check in and out with the client or an assigned contact upon arrival and departure from site.
- Smarter Systems staff will maintain a clean and safe work environment. All unused materials, containers, tools and equipment will be removed when possible. Smarter Systems will take precautions to protect all floors, walls, windows and other surfaces from stains, marring or other damage.
- Smarter Systems lists all equipment to be installed as part of the proposal. Unless specifically stated, Smarter Systems does not intend to install equipment other than that shown in the proposal. If any product is added to the proposed solution, but not installed or supplied by Smarter Systems, Smarter Systems will not be held responsible for warranty of those products.

### **Warranty**

- Installation and commissioning work is warranted by Smarter Systems for a period of one year. This warranty covers any issues resulting from installation of stated solution. If it is found that the issue is not resulting from the installation, and there is no service contract in place, Smarter Systems will troubleshoot the issue as a standard service call.
- Hardware and equipment shall be warranted in accordance with the manufacturer's stated warranty. Smarter Systems will assist the customer with the repair or replacement of warranted equipment. This work will be done under a standard service call or applied to a service contract as equipment failure is not considered a part of the installation warranty.

## Payment Terms and Conditions

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### Purchasing

- Quoted tax calculations are estimated and subject to adjustment upon invoicing.
- A signed quotation will serve as an authorized purchase order from the client.
- Additional equipment or scope adjustments that increase labor hours beyond what is outlined in this quote must be amended in the quote and quote resigned, or a purchase order must be amended or added to.

### Invoicing

- Equipment is invoiced at the time of shipment.
- Professional services (including installation) are invoiced at time of delivery (completion of install). This will not apply if a progress billing plan is in place.
- Progress or milestone billing may be implemented based on the size and scope of the project, or as outlined in a contract when working with General Contractors. This may include multiple invoices depending on equipment delivery. and professional services schedules.
- All past due invoices will be subject to a 1.5% monthly service charge (18% annual).
- A 3% recovery charge will apply to any Credit Card payments.

### Returns

- All sales are final. Returns are not accepted.
- Exchanges and/or account credits may be offered under separate terms, and must be approved by Smarter Systems management.

By signing this quote or issuing a purchase order, I agree that I intend to purchase and receive all Smarter Systems' goods and services named in this quotation. I am an authorized representative for my company or organization and have the authority to purchase goods and services on behalf of my company or organization.

I understand that any needs discovery information provided that proves inaccurate which results in additional equipment purchases or increased labor above the quoted amount above, will result in a Customer Change Order and be added to the invoice.

I have read and agree to the general and payment terms and conditions.

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Print Name)