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Leading Systems Integrator for Florida's Healthcare and Education Markets License # EG13000413

September 7, 2021

Mr. William L. Hall
Director of Fire, Safety and Security
Hernando County Schools
Safety and Security Department
8008 Mobley Road
Brooksville Road.34601

Subject: Intercom System Upgrade at Winding Waters K-8 School.

Dear Mr. Hall,

Rauland-Borg Corporation of Florida (RBF) appreciates the opportunity to submit a proposal to provide and install a Telecenter[®] U Critical School Communication System upgrade at Winding Waters K-8 School. This proposal is based on the meeting and walkthrough with Jim Ross and Tony Merle of RBF and Hernando School District Crew Chief/Electronics, Dale Richards on 8/12/21.

WINDING WATERS K-8- RBF WILL PROVIDE AND INSTALL:

- Five (5) 24-port gateways
- Nine (9) IP classroom IP modules
- Nine (9) 2x2 8-ohm ceiling mounted speakers
- Two (2) TCU administrative consoles
- Two (2) 90Volt Administrative phones
- One (1) TCU campus controller
- One (1) single site software license with server with POE switches and media convertors
- Five (5) TCU zone page modules
- Seven (7) amplifiers
- Five (5) exterior horns
- One -hundred and twenty (120) call buttons
- KBA Engineering fee.

INSTALLATION DETAILS:

- RBF will reuse the existing intercom speakers and interior cable.
- RBF will reuse the intercom fiber backbone at Winding Waters K-8.
- RBF will reuse the existing intercom ups.
- RBF will install the intercom headend, gateways and IP modules per building.
- RBF will remove the existing call buttons and install new call buttons with the check in feature.
- RBF will install the IP consoles and 90-volt phones per owner provided locations.
- RBF will install exterior horns on buildings per owner provided locations.
- The school district must provide access throughout any inaccessible areas.

- RBF will punch down the cable on punch blocks and connect the field devices to the intercom headend.
- RBF will remove the existing intercom headend and nodules and turn them over to school district personnel.
- RBF will install POE switches, media convertors and amplifiers in the existing racks. RBF will also install racks if there is no room in the existing racks.
- RBF will connect to the school's existing network (via a POE switch port).
- The TCU intercom will connect to the school's intercom single site software and RBF supplied server. Server will be installed in the existing data rack in the MDF.
- RBF will test and program the systems.
- RBF will provide four (4) hours of Telecenter systems operation training.
- Installation during normal business hours Monday through Friday 7AM to 4PM. If afterhours and/or Saturday work is desired additional charges will apply.

INSTALLATION DOES NOT INCLUDE:

- Repair/replacement of any existing equipment or conduit to be reused as part of this project. RBF will provide repair service on a time and material basis as a change order to this project.
- Interior and exterior conduit.
- AC Power.
- Davis-Bacon Act/certified payroll compliance.
- Low-voltage Permit.
- · Payment and performance bond

The total price of the upgrade for Winding Water K-8 School as indicated above is: \$111,895.00

No work will begin until we are issued a purchase order.

If there are any questions, please do not hesitate to contact me at the Tampa office. Sincerely,

Education Project Manager

Rauland-Borg Corporation of Florida

License # EG13000413

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Phone: 813-740-2500 Ext. 206

Cell: 727-365-9755 Fax: 813-740-2502

Rauland - Borg Corporation of Florida (RBF) Education Proposal-Owner

<u>Terms and Conditions of Sale (Standard)</u> – The following terms and conditions of sales are integral and binding to the attached proposal. Only modifications or exclusions specifically identified in the above proposal will modify or change this bid response. This proposal corresponds with RBF's interpretation of the requirements as identified by the educational institution. When a variation or conflict with the facility requirements seem apparent, the terms and conditions relate RBF's response and/or exception to those conditions and will take precedence. Any variation must be addressed in the proposal.

1. Acceptance of Orders:

- Orders may only be accepted by an authorized official of Rauland-Borg Corporation of Florida at it's headquarter office: 620 Douglas Avenue, Suite 1316, Altamonte Springs, FL 32714
- Prices will be held firm for only thirty (30) days from date of quotation.
- RBF may refuse to accept any order for any reason it deems sufficient.

2. Payment Terms:

- Payment Terms are NET 30 days after date of invoice, unless otherwise agreed upon, with a 1.5% monthly late fee assessed on all delinquent invoices. In the event of returned checks, unpaid balances, etc. additional charges will be assessed according to the limits as set by law.
- Progressive Monthly Billing will be submitted to include materials either installed, in transit or stored at a mutually agreed site, as well as labor performed, and drawings submitted. These billings will be processed each month based on the percent complete as listed above.
- All monies due RBF at the time the job is closed will be considered due and payable.
- If payment is made by credit card, debit card or other institutional/business/government card, the prices quoted will be increased
 by the processing fee associated with the payment transaction. The transactional fee will reduce the applied payment amount
 accordingly.
- In the event it becomes necessary for RBF to take any action to collect any amounts due or enforce any right granted to it hereunder by law, including the repossession of equipment or collection upon order, Purchaser agrees to pay RBF costs and expenses incurred in connection therewith, including the maximum attorneys' fee permitted by law.

3. Project Delays:

 Project Delays resulting from Owner initiated direction or action (inspections, special events, owner coordinated area access limitations, project placed "on hold", owner provided product/services, or non-payment) will result in additional charges. These charges will be based on base price of \$250 per field employee per day unless other arrangements are agreed upon prior to the delay. Any material price increases, overhead costs and remobilization costs will be in addition to the labor cost increase. RBF shall not be liable for delays due to acts of God, strikes, government actions, or other causes beyond its reasonable control.

4. Returns and Allowances:

- Any cancellations, returns, allowances or adjustments must be authorized in advance and in writing by RBF at its headquarter office in Altamonte Springs, FL. Notwithstanding such authorization, all returns are subject to final review by RBF, and if accepted, non-warranty returns will be subject to RBF's then current restocking (minimum 25%) and refurbishing (if required) charges as well as all transportation charges. Non-warranty repairs requested by the Purchaser will be subject to RBF's then current minimum charge policy. Returns determined by RBF as not covered by the warranties and contained herein will be returned to Purchaser, freight collect, and are subject to RBF's then current inspection charges.
- . No items may be returned after thirty (30) days from delivery unless specific provisions have been outlined in the proposal.
- RBF will not accept the return of any electronic equipment or other items if the carton has been opened or the item removed from the factory sealed plastic pouch.

5. Taxes:

No Florida State Sales Tax has been included in this proposal.

6. Delivery, Title, Risk of Loss and Training:

- All shipments will be made F.O.B. shipping point. The quoted price includes freight and delivery charges as described in the proposal and/or specifications.
- Deliveries are subject to our supplier's terms. RBF assumes no liability for delays caused by conditions beyond its control including, but not limited to, strikes, accidents, weather, and shortness of raw materials.
- Training will be performed in one one-hour session unless specifically modified or excluded in the proposal. Training must take place within thirty (30) days of first substantial use of the system. If the customer requests training to be conducted after the 30-day period, a voucher will be presented for the training due, however, the project will be considered complete and closed.

7. Permits, Bonds and Insurance:

- The cost of any required permits is not included in this proposal. When the Scope of Work includes cable and cable installation, a
 permit is usually required. The costs for any required permits will be an addition to this proposal. No construction documents are
 included in this proposal.
- If your contract requires an annual waiver of subrogation, primary insured or additional insured or similar requirement during the contract and/or during the year after its completion, a minimum charge of \$250.00 will be in addition to our bid proposal and added as a change order or separate invoice.
- Performance/supply Bond is available at an additional cost. Unless the performance/supply bond is listed as a line item in the
 proposal, it is not included in the proposal.
- Certificate of Liability Insurance available upon request.

8. Contract Stipulations:

- This quotation is based on our interpretation of the owner's requirements. If during the project review process with the appropriate school personnel, the process, products, manufacturers, or other performance related functions do not meet the owner's requirements; RBF may resubmit, propose alternates or relinquish the commitment if it is in the best interest of RBF.
- . No work will begin, or submittals provided until we receive a purchase order/contract with the scope of the work clearly identified.
- If the facility requires submittals, RBF will require two (2) sets of detail prints and one (1) copy of background drawings in CAD.DWG format (AutoCAD 2005 LT.) at no charge.
- If submittals are required, they will be provided within thirty (30) days after receipt of order. One hard copy and 3 CD copies of the material can be provided. If additional copies are required, there will be an added cost.
- Upon completion of the installation, RBF shall provide close-out documents and service/operation manuals in accordance with the institution's requirements.
- This proposal's pricing is based on the contract expediency. If the project experiences delays from the initial proposed schedule
 for more than 90 days, this proposal and/or contract as a result of this proposal will be subject to review and possible cancellation
 whichever is in the best interest of RBF.

9. Equipment Warranty and Limitations

• The standard equipment warranty unless modified by the proposal is as follows:

With regard to any equipment which is to be furnished by RBF as part of this order, RBF extends the manufacturer's Limited Warranty for Rauland-Borg manufactured equipment against defects in material and workmanship for a period of five (5) years from the date of first substantial use of equipment or job completion whichever occurs first. RBF will supply a detailed list of each product covered since not all of Rauland's products fall under this limited extended warranty. For equipment not manufactured by Rauland-Borg Corporation, RBF warrants the equipment against defects in material and workmanship for a period of one (1) year under the same conditions. In no event, however, shall RBF be responsible for any personal injury, property damage or other loss resulting from the failure of such equipment to operate properly, since RBF's sole responsibility for defective or non-conforming equipment shall be to repair or replace such defective or non-conforming equipment. Return shipping, after repair or replacement has been affected will be paid by RBF for the first year. Any disputes regarding matters of Warranty and RBF administration of same will be resolved at the sole discretion of RBF. After the first year of warranty coverage has expired, the additional four years limited warranty covers the equipment against defects in material and workmanship. The broken part may be repaired or replaced at the sole discretion of RBF at the time of service. A minimum charge of \$25.00 for freight will apply for each part covered under this limited extended warranty. The warranty does not apply if failures are caused by misuse, abuse, accident, vandalism or acts of God. Existing equipment, systems or infrastructure that may be reused, reinstalled or otherwise involved in the project is specifically excluded as well as any damage resulting from the interaction, expansion or coexistence with new equipment, systems or labor. This warranty does not include any software installed on equipment supplied and included in this warranty.

10. Installation Warranty and Limitations

RBF agrees to perform such labor as detailed in the proposal in a good and workmanlike manner. Purchaser, by the acceptance of such installation services agrees on its behalf of those purchasing or otherwise utilizing such services through Purchaser that those services actually performed by or through RBF are warranted for a period of one (1) year from the date of first substantial use of the system or the job completion whichever occurs first. During such period, RBF's sole warranty and obligation is to repair or replace any defective installation work performed by or through it at no additional charge provided, however, that repair or replacement of such defective installation work can be performed in a normal manner, and without interference and during normal working hours. This installation warranty does not extend to labor or materials provided or conditions caused or contributed to by others or to pre-existing equipment not installed as part of this order with RBF. Warranty repairs shall be performed between 8:00 AM and 4:00 PM, Monday through Friday, not including holidays. Service is available 24 hours a day, 7 days a week; however, repairs required after hours will be billed at prevailing rates. The warranty does not apply if failures are caused by misuse, abuse, accident, vandalism or acts of God.

11. Inspection and Test

Once equipment is installed and operating according to manufacturer's specifications, RBF shall present an installation and
acceptance form as verification that the installation and testing of the equipment are complete and that the installed system is in
good working order. If RBF is not contacted within seven (7) days after the date of installation and testing, it shall be conclusively
presumed to have been accepted as satisfactorily installed. Warranty period begins at final inspection or first substantial use of
equipment whichever occurs first.

12. Software Licenses and Warranties

• If software is provided as part of the equipment, such software is furnished to purchasers under a nonexclusive, nontransferable license for use of the software by the purchaser solely in conjunction with the specified equipment being purchased. Purchaser shall not provide or otherwise make available the software, either in whole or in part, or copies thereof in any form to any third party. RBF shall warranty the software for a period of ninety (90) days commencing after first substantial use of the system or job completion whichever occurs first. The warranty does not apply if failures are caused by misuse, abuse, accident, vandalism or acts of God. The software furnished is warranted to operate the equipment to perform certain specified functions in accordance with RBF's written description thereof. The aforesaid warranty shall be void in the event purchaser, without the prior written consent of RBF, makes or attempts to make any modification in or to the software.

13. LANS and NETWORKS

Rauland-Borg Corporation of Florida (RBF) accepts responsibility up to the Ethernet Hub of customer's network when providing
integration to a Rauland networked system. RBF dos NOT offer LAN services or consulting; the customer is responsible for
providing these services or hiring a consultant to provide these services. RBF may recommend contractors for this work. Some
LAN work may be required beyond RBF's installation for a desktop computer to be able to access the Internet. These services
include but are not limited to: configuration of the IP stack, Internet browser installation and configuration, Internet email client

installation and configuration, any other services required by the customer. Customer computers should also be currently connected to the customer's LAN and have a properly installed NIC (network interface card). RBF will supply information for the configuration such as IP addresses, server names, usernames and passwords. RBF grants Customer a non-exclusive, nontransferable license to use the Services provided herein. Purchaser shall not attempt in any way to alter, re-engineer, tamper with, or otherwise misuse such services. RBF shall provide the initial equipment configuration and verify operability with its network. The configuration and type of equipment to be used shall be determined solely by RBF. Purchaser is responsible for operating the equipment within the parameters of the manufacturer's specifications. RBF may choose, at its sole discretion, to provide software upgrades for hardware. Additional personnel support required due to Customer intervention shall be chargeable to Customer at RBF's then current rates. RBF exercises no control whatsoever over the content of any information passing through its network. RBF is not responsible for any damages Customer may suffer for any reason, including, but not limited to content passing through its network, loss or degradation of data resulting from delays, non-deliveries, wrong deliveries, or for any and all service interruption whether caused by the acts or omissions of RBF, of Customer, or of any other party. RBF shall not be liable for acts or omission of other carriers, losses or breaches due to cyber-attacks, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond its reasonable control. Customer agrees to indemnify and hold harmless RBF from any and all claims resulting from Customer's use of the equipment or services, or violations of the Acceptable Use Policy.

14. Code and Site Requirements

- Unless otherwise described in the proposal, customer shall provide all Pathways and Spaces per ANSI/TIA/EIA-569-A Standards.
 These pathways and spaces may include, but are not limited to: cable trays, conduit, sleeves, slots, duct banks, manholes, maintenance holes, pull boxes, pull strings, junction boxes, back boxes, inner-duct and back boards.
- Core drilling, channeling of walls, patching, roof penetrations, fire prevention measures (fire proof, fire caulk, fire protecting backplanes/boards, etc.), painting etc. shall be the responsibility of others.
- Customer is to provide all required AC power including to include locations required for the operation of the systems outlined in this proposal.
- · All wire and cable installed by RBF shall be designed to meet the requirements of the currently adopted National Electric Code.
- Prior to delivery and installation of the system, installation site shall be prepared in an appropriate manner and shall conform to
 any utility, climate control and communication interface specifications as required by the manufacturer of the equipment.
- . A schedule must be provided by the customer with a start date of the project and substantial completion date.
- · RBF is compliant with the Jessica Lunsford Act-level II screening as required.

15. Special Considerations-General

- Rauland-Borg Corporation of Florida (RBF) will provide and install special back boxes for ceiling speakers if provided in this
 proposal.
- Price does not include custom plates that may be required to reuse existing back boxes.
- This proposal is presented with the understanding that all materials will fit the space available without the need for special or custom hardware.
- The price in this proposal excludes any removal, disconnection, maintenance, replacement or demolition of any existing system. A
 scope of work that includes any of the actions listed will require the scope of the work to specifically identify in the proposal the
 work provided by system name, component and manufacturer. If demolition is included, RBF shall remove devices and/or cable
 of existing system and turn over to the customer.
- Surge protection for all systems as required and stated in the specifications is included in this quotation unless otherwise excluded in the proposal.
- Price excludes overtime installation (work after 4:30pm Monday-Friday, weekends, or holidays).
- Price excludes costs for system certification/testing by an independent testing company.

16. Special Considerations-Limited Scope Projects

- The proposed system(s) or system addition(s) includes wire, material and labor to provide the operational system(s) as outlined in the proposal; however, specific requirements requested by the customer may dictate a reduction of services provided. The resulting reduced scope of work will limit RBF's liability and provided warranty. Some of the following conditions as outlined in the proposal are listed below. If you do not understand the impact of this decision, please discuss with your sales person.
- If RBF does not provide or install cabling, RBF can provide if requested, written instruction regarding the manufacturer's specified and required cable for installation of the equipment/system identified on this quotation. In this case, RBF shall not be responsible for problems or damages resulting from the use of any wire/cable other than that which has been identified in writing by RBF for a specific application. Warranty of specific system equipment may be affected by this decision. A clear demarcation point identified in the proposal will specifically locate the termination (landing) point of the cable and will identify responsibilities including testing and labeling.
- If RBF does not provide and/or install field devices, the customer/contractor assumes responsibility for the overall system warranty. RBF will provide a limited warranty for components as provided by the manufacturer, but cannot assume responsibility for the operation, service or reliability for systems beyond the scope of work provided.

17. INVOICE FRAUD PREVENTION

Given the increased risk of invoice fraud, Buyer should treat any notification to change details of Seller's bank account with suspicion. Seller will not inform or instruct Buyer to make remittance or money transfers to any other beneficiary, address or bank account via email. Always verify a request to update records or change bank account information BEFORE implementing a change or completing the payment. Verify any requested changes by speaking to a known Seller representative.