



**HUMANCIRCUIT**  
CONNECT AND CONQUER

## **Town of Vienna**

**Microphone Upgrade**  
**October 9, 2018**

**Presented By:**

**Brian Willey of Human Circuit**

9346 Gaither Road  
Gaithersburg, Maryland 20877  
P. 240 864 4025  
bwilley@humancircuit.com



## PROJECT

---

The Town of Vienna wants to upgrade the wireless microphone audio capability ahead of the larger system upgrade. This upgrade will eliminate the wireless RevoLab microphones that do not provide the optimal user experience for the person speaking and the audience listening. The new wireless Shure microphones will be easier to use and will provide better coverage during work sessions and council meetings.

## SCOPE OF WORK

---

- Install 8 channel WAP location in chambers
- Install interface in conference room rack
- Connect interface to audio digital signal processor (DSP)
- Remove RevoLab microphones from system from conference room rack
- Configure Shure microphones
- Program DSP for Shure microphones
- Test system

## NOTES & EXCLUSIONS

---

- Access to Council Chamber, conference room, and production suite for one (1) day

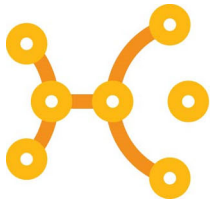
## PROJECT INVESTMENT

---

The total cost to complete the Project Description and Scope of Work as specified in this proposal, with integration labor and all associated charges is provided below.

**Project Cost    \$11,778.10**

- Please see the attached **Sales Quote SQ63197** for itemized pricing of the project.



# HUMAN CIRCUIT

9346 Gaither Rd., Gaithersburg, MD 20877-1416  
240-864-4000 • www.humancircuit.com

## SALES QUOTATION

Sales Quotation Number: SQ63197  
Sales Quotation Date: 10/08/18  
Page: 1

### Sold To:

Town of Vienna  
Tony Mull  
127 Center Street, South  
Vienna, VA 22180  
United States

### Ship To:

Town of Vienna  
127 Center Street, South  
Vienna, VA 22180  
United States

Customer ID: C3423  
Terms: Net 20 Days

Prices for specified quantities are valid for a period of 30 days.

Salesperson: Brian Willey  
Telephone No.: 240-864-4025  
Fax No.  
E-mail: bwilley@humancircuit.com

Qty.	MFR	Model	Description	Unit Price	Extended Priced
1	SHURE	MXWANI8	8-Channel Network Interface	1,248.00	1,248.00
1	SHURE	MXWAPT8=Z10	8-Channel WAP Transceiver	3,408.00	3,408.00
4	SHURE	MXW2SM58	Handheld Transmitter with SM58« Microphone	572.46	2,289.84
1	SHURE	MXWNCS4	4-CH Networked Charging Station	1,378.40	1,378.40
6	TEC NEC	JSDMS50	Table-Top Mic Stand	14.21	85.26
12	HCI	VASCUPPE	Engineering	168.30	2,019.60
8	HCI	VASCUPPPS	Project Supervisor	92.70	741.60
2	HCI	VASCUPPPM	Project Management	128.70	257.40
1	HCI	MATERIALS	Materials	100.00	100.00
1	HCI	DOCUMENTATION	Documentation	250.00	250.00

Vascupp pricing applied

Amount Subject to  
Sales Tax  
0.00

Amount Exempt  
from Sales Tax  
11,778.10

Subtotal: 11,778.10  
Tax: 0.00  
Shipping: 0.00  
Total: 11,778.10



## TERMS & CONDITIONS

---

Following are the general terms and conditions of the proposal and the statement of work:

1. Purchase Orders received by Human Circuit for the project must match the SOW. As the SOW is adjusted Human Circuit must receive a modification to the PO reflecting those changes.
2. After the formal project kick-off meeting Human Circuit will provide the name of a Project Management contact responsible for the project (scheduling, status reports, and delivery). Upon initial communication with Human Circuit's Project Management contact, the client must provide all contact names and information (email address, phone(s) and fax number) for the project. These contacts must include, but are not limited to, A.) Contract Technical Manager (responsible for all technical decisions), B.) Director of Project Management (responsible for billing and contract decisions) and C.) Scheduling Manager (responsible for all scheduling for the project).
3. Human Circuit, Inc. will provide a schedule of delivery after the formal project kick-off meeting initiated by the assigned Project Management contact. The schedule will include engineering/design phases, equipment ordering/receipt, off-site and on-site system building, system testing, end-user training and final acceptance of the complete system. The Client will be responsible for formal acceptance of the project schedule by signature.

The delivery schedule as indicated within the submitted proposal is estimated and not guaranteed. A final schedule will be submitted after the formal kick-off meeting.

4. Insurance & Site Security:  
The risk of loss for all products and materials shall pass to Client upon delivery to project site. Human Circuit reserves a security interest in all product and materials delivered to site until the entire amount due has been paid. Client is responsible for providing secure and lockable spaces for all product, materials and Human Circuit tools and equipment. Client should also have appropriate insurance coverage.
5. Fees associated with permitting or licensing are not included unless detailed in the cost proposal. Any additional costs incurred by Human Circuit for permitting and licensing that are not detailed in the current cost proposal will be passed onto the Client.
6. Customer Furnished Equipment:  
Human Circuit will not be responsible for any additional costs related to equipment that is not in working order. If equipment is found to be in an unsatisfactory condition, Human Circuit will recommend a solution for repair or replacement of deficient gear. If Customer Furnished Equipment causes project delays, additional fees and costs will be incurred by the Client.
7. Returns:
  - No returns without prior authorization
  - Some merchandise cannot be returned



- Authorized returns are subject to a restocking fee
  - Equipment and software returned to Human Circuit, Inc. without a Return Authorization number will be refused
  - Authorized returns must include the original packing material, and are subject to inspection prior to any credit or exchange being approved
  - Handling and Insurance charges are additional
  - All claims for damaged equipment and software must be submitted to Human Circuit, Inc. within 5 days of receipt of merchandise by Client (or 48 hrs. to company if drop-shipped)
8. At substantial completion (full use of the system), Human Circuit team members will inform the client's representative of the project's status. Final invoicing will take place within one business day after notice of substantial completion. Final system documentation will be delivered within the timeline illustrated in the project Gantt chart after substantial completion. In some circumstances system training may be provided after substantial completion. Part of the system acceptance procedure may include the generation of a minor punch list. A punch list is considered to be minor in scope and will not affect day to day use of the system. In some circumstances systems training and documentation may be provided after system acceptance.
9. Any training must begin immediately after system testing is complete in order to facilitate the "system acceptance" milestone. All training days (both manufacturer and Human Circuit) will be scheduled to begin no later than one week after completion of testing and will occur over consecutive days until complete. If the Client is unable to accommodate the training schedule, then a separate purchase order will be generated in order to separate the completed job from training.
10. Human Circuit utilizes "progress billing" and will provide invoices based on milestones. Please see below for Payment Terms.
11. Payment Terms:
- 50% at purchase order
  - 50% NET 20 at substantial completion

NOTE: A Service Charge of 1.5% will be added to unpaid balances monthly on any overdue account. Standard Human Circuit payment terms are NET 20.

12. Taxes:

Unless otherwise stated in the cost Proposal the quoted line item prices are exclusive of any applicable sales or use taxes. Human Circuit is required by law to charge applicable sales tax in the States of Maryland, Virginia, and the District of Columbia, and Human Circuit will add on to the amount otherwise charged all sales taxes which it is required to collect in these jurisdictions. The Client is solely responsible for paying all sales and use taxes in any other jurisdiction. All items "drop shipped" to a project location from a vendor are subject to the state's sales tax of the project location. The Client agrees that any sales and use taxes in such other jurisdictions will be paid for by the Client. The Client agrees to fully indemnify Human Circuit for all liabilities (including



penalties and interest as well as taxes) arising from failure to pay sales tax in any jurisdiction other than the States of Maryland, Virginia, and the District of Columbia.

13. All prices within the cost proposal are valid for a period of 30 days.

14. Labor Rate Detail:

Labor costs reflected in the cost proposal unless noted reflect work performed between the hours of 9:00 am and 5:00 pm, Monday through Friday, with the exception of federal holidays ("Normal Work Hours"). In the event that Client elects to have the work performed beyond Normal Work Hours, and Human Circuit agrees, then Client agrees to pay additional labor fees.

15. Installation Warranty:

Human Circuit warrants that all materials and workmanship directly related to the installation and integration of the system will be free from defects for a period of one year from the acceptance of the system. Human Circuit passes through to the client all manufacturer warranties. Each manufacturer sets the start date of their warranties after purchase by Human Circuit. Human Circuit will work with manufacturers to time the start of the warranty at client's acceptance of the system, but cannot guarantee compliance by all manufacturers. At conclusion of the project Human Circuit will provide full warranty information for the system(s) and all hardware and software.

16. Non-Confidentiality of System:

The Client agrees that by acceptance of this document Human Circuit has the right to execute press releases, photograph or videotape the System and may use, display, publish, distribute, transmit or broadcast the said photographs or videos for marketing purposes such as press releases, website, brochures, etc. Any third party wanting to use this material will need to get express permission from the Client and Human Circuit Inc. All images are copyright protected.

17. Seller's Liability:

Seller's entire liability with respect to integration services, no matter the cause, will be limited to general money damages in an amount not to exceed the aggregate fee(s) paid by Buyer for the integration services. Under no circumstances will seller be liable for any loss of revenues or profits, any claim or demand against buyer by any other party, or special, consequential or indirect damages of any kind whatsoever, even if seller has been advised as to the possibility of such damages.

18. Governing Law and Venue:

This agreement shall be construed and enforced in accordance with the local law the state of Maryland. The parties hereby consent to and submit to the jurisdiction of the federal and state courts located in the state of Maryland and any other action or suit under this agreement shall only be brought by the parties in the federal or state court with proper jurisdiction over the subject matter established or sitting in the state of Maryland. The parties shall not raise in connection therewith, and hereby waive, any defenses based upon the venue, the inconveniences of the forum, the lack of personnel jurisdiction, the sufficiency of service of process or the like in any such action or suit brought in the state of Maryland.

19. Rider:



Human Circuit shall maintain the following insurance:

- A. Statutory Workmen's Compensation Insurance, under the laws of the State of Maryland and any other laws that may applicable thereto.
- B. Coverage "B" Employers Liability must have limits of at least \$100,000;
- C. Professional Liability/Errors and Omissions, subject to limits of \$1,000,000 for each occurrence and \$3,000,000 aggregate.
- D. Comprehensive General Liability Insurance, subject to limits of \$1,000,000 for each occurrence and \$3,000,000 aggregate.

All CERTIFICATES OF INSURANCE will provide within 30 days of a request from Client or prior to cancellation, non-renewal or change in policy terms and

Approved by:	Date:
<hr/>	<hr/>