



# Professional Services Statement of Work: Ralph Rush Auditorium A/V Upgrade

SOW ID# OPP0003502R1v1.2 · 01 October 2020



4620 Wesley Ave, Cincinnati, Ohio 45212 - [www.encore.tech](http://www.encore.tech)

**encore**  
TECHNOLOGIES

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## 1.0 Entire Agreement

This Statement of Work ("SOW"), when signed, serves as the agreement between Boone County Board of Education ("Customer") and Encore Technologies for Professional Consulting services.

This SOW, together with the Agreement and the Addendum, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all proposals, oral or written, all negotiations, discussions, and all past dealings between the parties relating to the subject matter hereof.

The project estimates and schedules outlined in this SOW are valid for ninety (90) days from the publication date of the SOW. Encore reserves the right to review and adjust these estimates and schedules if Customer does not approve the SOW within ninety (90) days.

## 2.0 Scope of Work

Encore Technologies shall provide services to Customer for the Ralph Rush Auditorium AV Upgrade solution.

### 2.1 Overview

The Boone County Board of Education Ralph Rush auditorium requires additional AV capabilities due to new demands for streaming, etc. The technology proposed within this statement of work is designed to empower the district's administrators, faculty, and teachers to deliver a state-of-the-art AV experience. With the diverse use of the Ralph Rush Center and its visibility to the public, this upgrade will modernize the way Boone County delivers board meetings and trainings. The Customer will be able to use this space for unified communications with standard, everyday technology devices, including laptops, PC's, tablet's, and portable devices.

The technology upgrade will provide the customer with new UHD 4K high definition video resolution so that all content will be presented in its native format. The audio will be upgraded to make optimal use of the space for all listeners in the room. All microphones will be uplifted with a digital signal processor that includes acoustic echo cancelation to eliminate ringing/feedback issues. There will be multiple input points for users to share content via wired or wireless sources.

This AV upgrade will also include an upgraded control system. The control system will use a custom graphical user interface which will simplify the user experience.

### 2.2 Implementation and Design

Encore will install a ceiling/wall mounted 164" diagonal electric screen in front of the current rear projection screen. A new ceiling mounted 10,000 lumen WUXGA laser projector will receive video signals from a wireless presentation gateway, client pc, or from one of two laptop connections from the system. Encore will install a 98" UHD 4K wall mounted display in the back of the room as a confidence monitor. The users sitting at the dais will also see the image on the (5) existing displays on the desk. The existing (10) gooseneck microphones and wireless microphones will be reused. The board room audience responses will be captured via 2 new ceiling array microphones. Unified Communications platforms will be supported with new ceiling speakers. Encore will reuse the existing left and right program speakers and will install new ceiling speakers to enhance the sound quality for the space. Encore will install two (2) professional PTZ cameras in the room - one in the front and back of the room. The web conference participants will see either the PTZ camera facing the audience or

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the members of the board. These components will be controlled by an 8" touch panel located on the podium worksurface. These meetings can be recorded and streamed to the web via services such as Facebook live or YouTube.

## 2.3 Training

Encore will provide one (1) hour training session with the customer for the video production system. This training will cover the multiple use-cases the system is designed for. Training will be provided on-site at the time of installation. Additional training may be requested and would be performed at standard service rates.

## 2.4 Assumptions and Considerations

The cost for the following is not included in this proposal, and are to be provided by the Owner or Others:

Supply and installation of all 115VAC service at the equipment, floor boxes, and video wall displays

All necessary permits, inspections, and fees to conform to NEC, state and city building codes.

Electrical installation will be required before any installation.

Encore assumes no additional parts, cables or misc. equipment is needed or supplied by Encore other than identified in this SOW.

Any parts, cables, or miscellaneous materials needed, will require a change order.

Encore assumes the customer will provide Static IP addresses and network typology for the installation in a digital format that will be provided before arrival for installation.

Encore assume free and unfettered access to all facilities during installation times.

Encore assumes normal business hours for this SOW. Monday-Friday 7am -5pm

After hours and holiday schedule may result in a change order.

Encore assumes that the Customer Host PC is in working condition and is not responsible for any configuration of said equipment.

Pricing is based upon the system being installed as a singular installation. Additional visits or separation of installation dates may result in a change order or additional charges based upon quantity and schedule.

Encore assumes that there are enterprise network connections at the desk where the equipment will be installed. Encore will require a minimum of one (1) dedicated port.

Encore assumes there is an analog audio connection in place at the table for the video production system. If cabling for the audio is not available, it will result in a change order.

Encore is not responsible for any existing equipment in use in the room.

Existing equipment that is uninstalled from the rack, ceiling, or wall will be left in a designated area on the client site. Encore will not remove or dispose of off-site.

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## 3.0 Responsibilities

Responsibilities are requirements that shall be fulfilled for work tasks to be performed.

### 3.1 Customer Responsibilities

The Customer shall fulfill the following responsibilities for Encore work tasks to be performed:

1. Customer shall identify a single point of contact with decision-making authority regarding this SOW for communication with Encore personnel.
2. Customer shall provide remote access capability via VPN or other equivalent means for Encore personnel to perform the Services.
3. Customer shall provide adequate facilities, access to basic office equipment as required, and a safe work environment for Encore personnel in order to perform the Services.
4. Customer shall communicate all applicable policies and procedures, e.g., screening, training, security, safety, conduct, etc., to Encore in advance of the commencement of Services by Encore.
5. Customer shall coordinate the activities of any third party (i.e., not engaged by Encore) subcontractor(s) to prevent delays or hindrances to Encore personnel due to such third-party subcontractor(s).
6. Customer shall provide necessary configurations and other relevant documentation to Encore.
7. Customer shall provide or procure all appropriate hardware, software, and licensing required for any project implementations.
8. Customer shall schedule and communicate appropriate maintenance windows for installation activities.
9. Customer shall be responsible for final acceptance of the appropriate solutions presented by Encore.

### 3.2 Encore Responsibilities

Encore shall fulfill the following requirements:

1. Encore shall identify a single point of contact with decision-making authority regarding this SOW for communication with Customer personnel.
2. Encore shall present qualified resource(s) to Customer on a non-exclusive basis. Resource(s) shall have the necessary skill sets, certifications (as required) and experience to perform the Services in a professional and diligent manner and create quality deliverables that meet or exceed industry standards.
3. All Encore personnel and subcontractors, if any, who perform Services at the Customer facility shall comply with Customer's background check, drug and alcohol screening, facilities orientation, security, environmental protection, employee health and safety, supplier code of conduct, and other applicable policies and procedures.
4. Encore shall ensure resource(s) wear proper identification as agreed upon with Customer.
5. Encore shall manage resources assigned to perform the Services and meet with the Customer to discuss performance concerns.
6. Encore shall attend project meetings as requested by Customer and provide status updates on the progress of the Services and anticipated completion dates.

7. Encore shall ensure resource signs a confidentiality or non-disclosure agreement, non-compete agreement, and/or assignment of rights in created deliverables as required by Customer.
8. Encore shall pay wages to resource working for Customer in compliance with applicable law. Encore shall withhold and pay payroll taxes to the appropriate taxing agency(s) on behalf of resource.
9. Encore shall provide workers' compensation insurance and process workers' compensation claims involving resource.

## 4.0 SOW Change Order

Both parties recognize that the Customer may want to implement changes to the Services during the SOW Term. In the event of a change request from the Customer, Consultant shall prepare a written request specifying the change(s) to the Services ("Change Order"), including the impact that the change(s) shall have on the provision of the Services and the pricing. Both parties shall review the impact and determine approval or disapproval of the Change Order.

If an approved Change Order causes an increase or decrease in the charges for the Services, the new rate shall become effective once the change has been made to the Services. Any one-time, non-recurring charges to implement an approved change shall be defined in the Change Order.

Approval of the Change Order shall be confirmed by the signatures of authorized representatives of both parties. Upon approval, the Change Order shall be subject to the terms and conditions of this SOW. No change to the Services shall be implemented until both parties have executed the Change Order.

## 5.0 Fees and Payment

Services to be performed by Encore associates under this SOW shall be provided to Customer on a fixed fee basis with fees paid according to the terms outlined in this section.

### 5.1 Project Charges and Timing

Services to be performed by Encore associates under this SOW shall be provided to Customer on a fixed fee basis according to the following milestones.

Description	Amount
Hardware and material	\$82,293.44
Installation, configuration, programming, training	\$51,988.23
Total	\$134,281.67

### 5.2 Standard Encore Payment Terms

Undisputed invoices are due and payable in U.S. dollars within thirty (30) days of the date on the invoice, unless the parties otherwise agree in writing. Undisputed payments not received by the due date are considered past due. Encore reserves the right to impose a late charge of one-half percent (0.5%) per month (but not more than the maximum rate permitted by law) on all undisputed past due amounts.

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### 5.3 Termination

Customer may terminate this SOW without cause, i.e., for its convenience, by providing at least ten (10) business days prior written notice to Encore. Customer is responsible for the undisputed, unpaid amounts in all invoices for Services performed by Encore Resources up to and including the date that Services are discontinued.

All other termination should be in accordance with the MSA executed between Encore and Boone County Board of Education dated the Effective Date, reference Section 18 Termination – Rights of Termination.

## 6.0 Warranty

Encore warrants the system or systems it designs, sells, and installs to be free of defects in workmanship for a period of one (1) year (“Warranty Period”). If during the Warranty Period, the system fails to perform as specified due to actions taken by Encore, Encore will correct the problem at no additional charge. Encore is not responsible for the condition or functionality of the equipment provided by anyone other than Encore.

Typical manufacturer warranties cover all hardware on a “Return to Factory” basis. **Encore will assist in the execution of the manufacturer’s warranties. However, labor will be billed at the prevailing labor and travel rates.**

### Exclusions

The following exclusions are not covered under the provisions of this warranty, and if requested, will be subject to additional charges:

- Consumables
- Lamps
- external fuses
- batteries
- recording media
- software programs
- patch cords
- LCD panels
- DLP engines or preventative maintenance of system hardware
- In warranty or out of warranty service of hardware items that fail due to no fault of Encore
- Software, firmware or hardware updates released after substantial completion or First Beneficial Use
- Problems caused by the end-user, as determined by Encore
- Lenses including but not limited to projectors and cameras
- Image “burn-in” on any display devices

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Except as represented in this agreement, all work product by Encore is provided on an “AS IS” basis. Other than as explicitly provided in this agreement, Encore makes no other warranties, express or implied, and hereby disclaims all implied warranties, including any warranty of merchantability and warranty of fitness for a particular purpose.



## Professional Services Statement of Work:

# Boone County Board of Education

This Professional Statement of Work ("SOW") is effective as of the last date entered below ("Effective Date") and entered into by SJN Data Center LLC, dba Encore Technologies, of address 4620 Wesley Avenue, Cincinnati, OH 45212 ("Encore"), and Boone County Board of Education ("Customer"), of 8330 US-42 Florence, KY 41042.

This SOW defines the performance by Encore for IT Professional Services ("Services") and the receipt or use of the same by Boone County Board of Education. The Services are subject to the terms and conditions in the Master Services Agreement ("Agreement") and the Professional Services Addendum ("Addendum") as executed by said parties. Duly authorized representatives of said parties executed this SOW as of the Effective Date.

Boone County Board of Education

SJN Data Center LLC, dba Encore Technologies

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

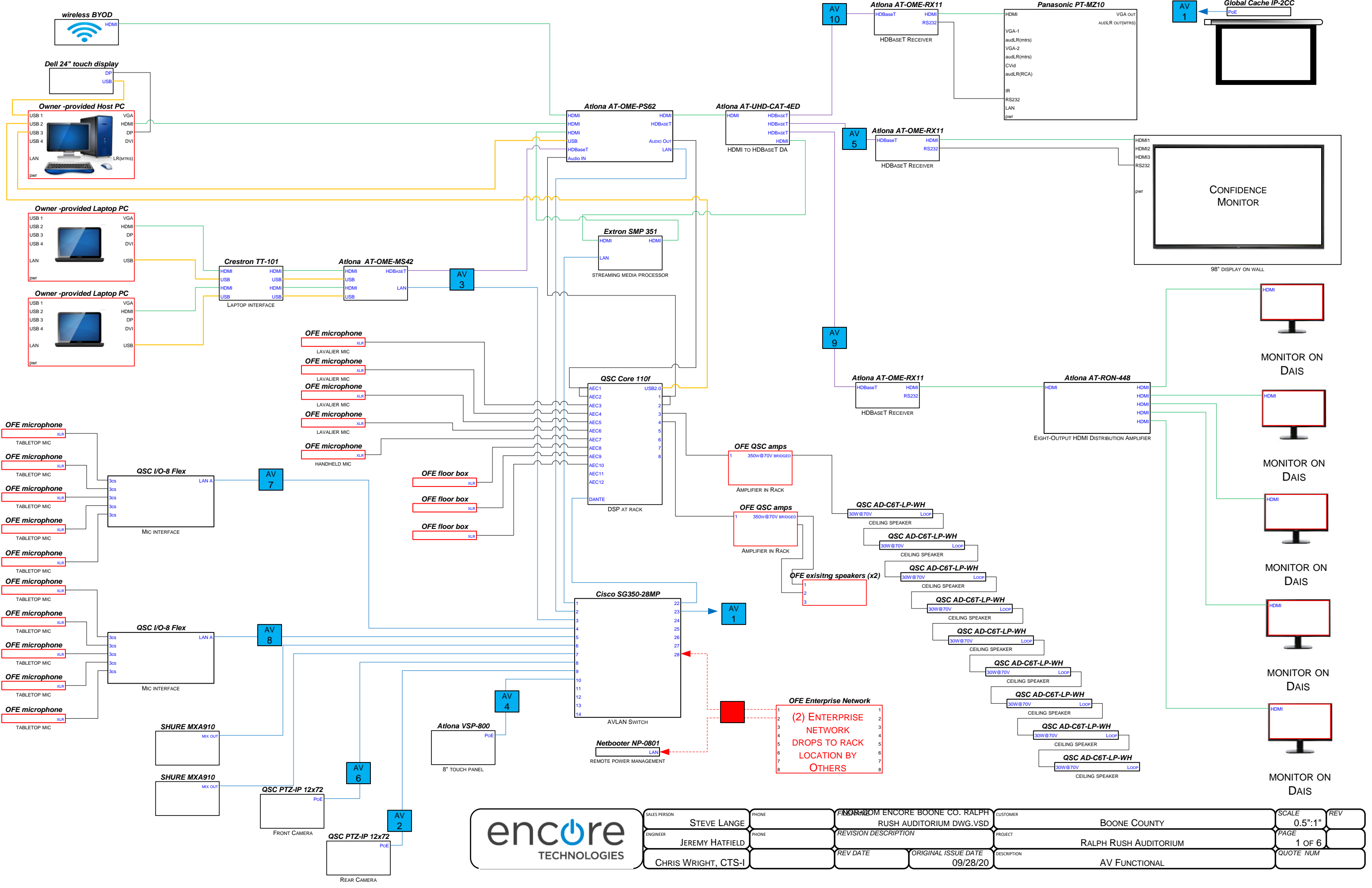
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_



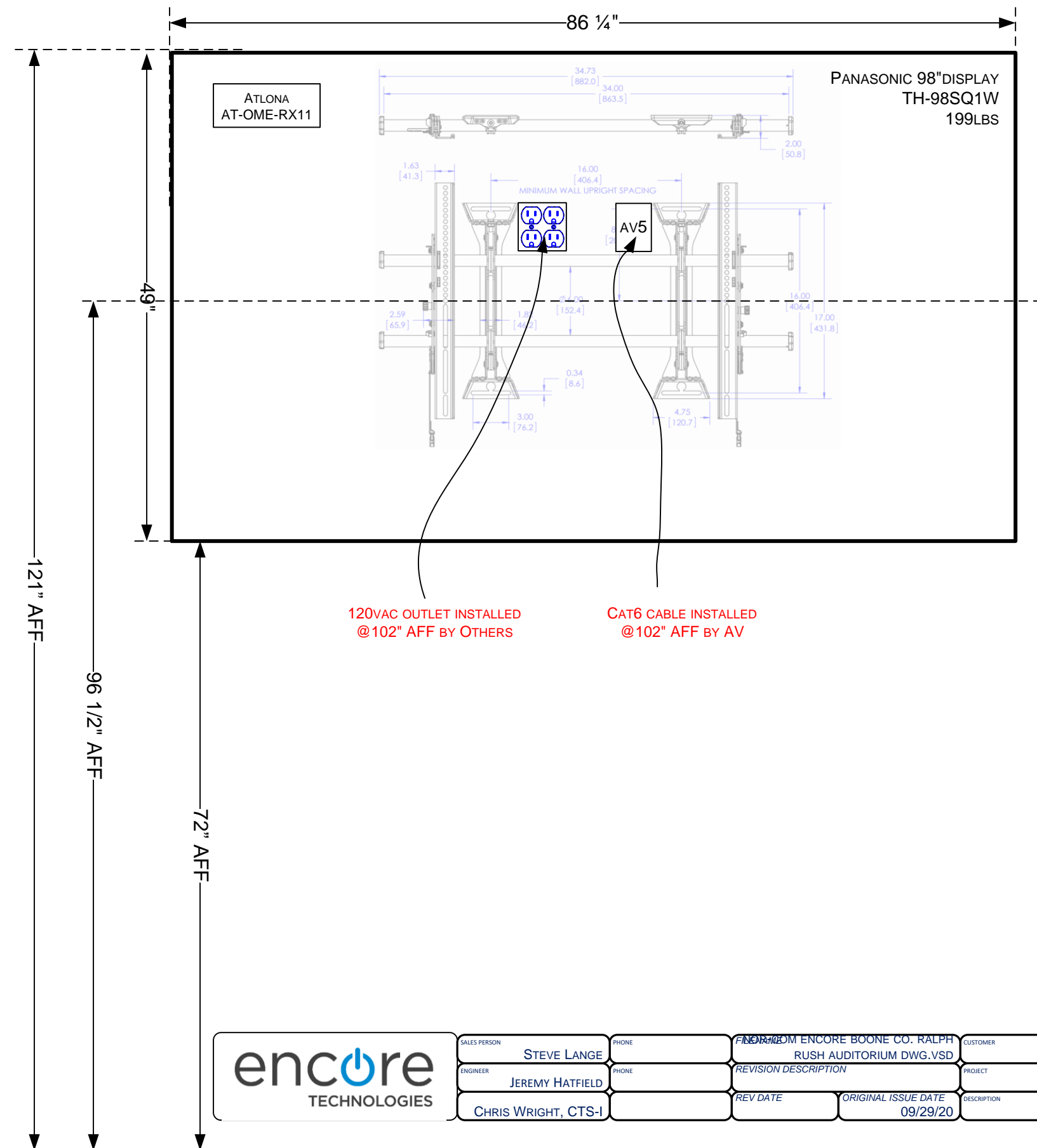
SALES PERSON	STEVE LANGE	PHONE		ENCORE BOONE CO. RALPH RUSH AUDITORIUM DWG.VSD	CUSTOMER	BOONE COUNTY	SCALE	0.5":1"	REV	
ENGINEER	JEREMY HATFIELD	PHONE		REVISION DESCRIPTION	PROJECT	RALPH RUSH AUDITORIUM	PAGE	1 OF 6		
	CHRIS WRIGHT, CTS-I			REV DATE	ORIGINAL ISSUE DATE	DESCRIPTION	AV FUNCTIONAL	QUOTE NUM		
					09/28/20					

REUSING EXISTING RACK

DELL MONITOR ON RACK SURFACE

OFE SHURE MICS
OFE SHURE MICS
OFE Host PC on U3
BLANK
PERIPHERALS ON U1/FEB1
LOGO
CISCO AV 28 PORT NETWORK SWITCH
BR1 BRUSH PANEL
NETBOOTER NP-0801
BLANK
ATLONA AT-OME-PS62
BLANK
EXTRON SMP351
PERIPHERALS ON U2/FEB2
BLANK
QSC CORE 110F
BLANK
OFE QSC AMP
OFE QSC AMP

OFE rack 1



		SALES PERSON	STEVE LANGE	PHONE	ENCORE BOONE CO. RALPH RUSH AUDITORIUM DWG.VSD		CUSTOMER	BOONE COUNTY	SCALE	0.25" = 1"	REV
		ENGINEER	JEREMY HATFIELD	PHONE	REVISION DESCRIPTION		PROJECT	RALPH RUSH AUDITORIUM	PAGE	3 OF 6	
			CHRIS WRIGHT, CTS-I		REV DATE	ORIGINAL ISSUE DATE	DESCRIPTION	ELEVATIONS	QUOTE NUM		





Panasonic PT-MZ10KLWU

1920x1200 3LCD, 10,000 lumens, 49.2 lbs

+ Add to Compare List

Projector Details

\$23,999 Buy Online



Lens

Panasonic Zoom ET-EMS600

Throw Ratio: 1.35 - 2.10

Aspect Ratio

16:10

Units

Throw Distance

19'-0"

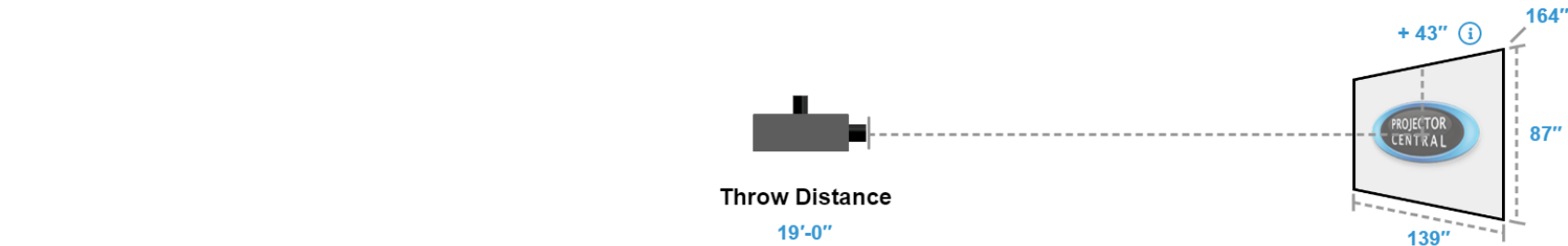
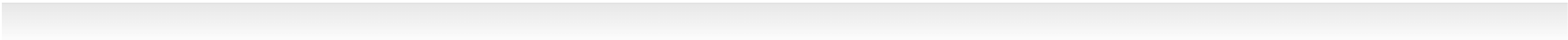
0'-0"15'-7"24'-4"48'-7"

Image Size

164"

0"164"327"

Diagonal



Zoom Range

1x1.28x1.56x

TelephotoWide Angle

Ceiling Mount

Estimated Image Brightness

108 fL

Recommended image brightness for rooms with high ambient light

Screen Gain

1

**Lens Shift**

At this throw distance, with a centered image, the projected image can be shifted an additional 52" down from the bottom, 52" up from the top, 27" over from the right, and 27" over from the left edge of the image using the projector's lens shift capability.

	SALES PERSON	STEVE LANGE	PHONE		FILED BY	ENCORE BOONE CO. RALPH	CUSTOMER	BOONE COUNTY	SCALE	0.5":1"	REV	
	ENGINEER	JEREMY HATFIELD	PHONE		REVISION DESCRIPTION	RUSH AUDITORIUM DWG.VSD	PROJECT	RALPH RUSH AUDITORIUM	PAGE	5 OF 6		
		CHRIS WRIGHT, CTS-I			REV DATE		DESCRIPTION	AV DETAILS	QUOTE NUM			
					ORIGINAL ISSUE DATE	09/29/20						

NOT TO SCALE  
VERIFY LOCATIONS AND RELATIVE POSITIONS IN FIELD

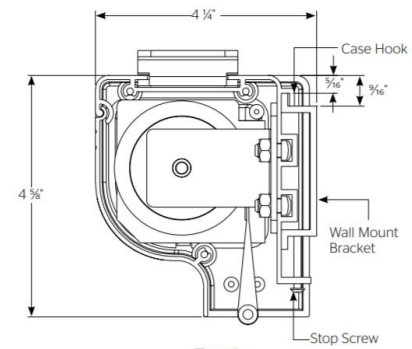


Figure 1

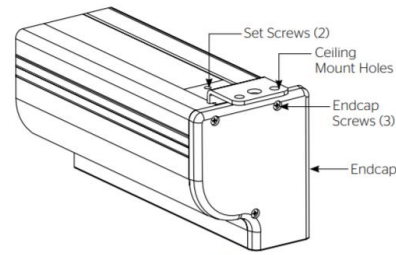


Figure 2

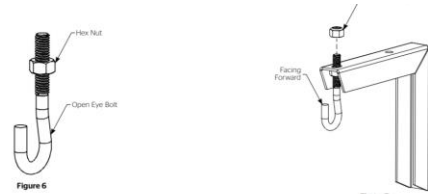
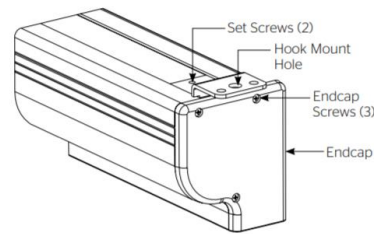


Figure 6



Figure 7

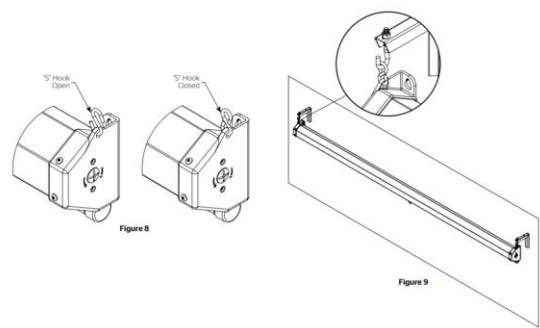


Figure 8

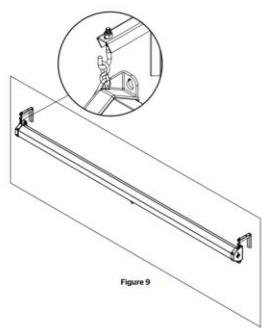
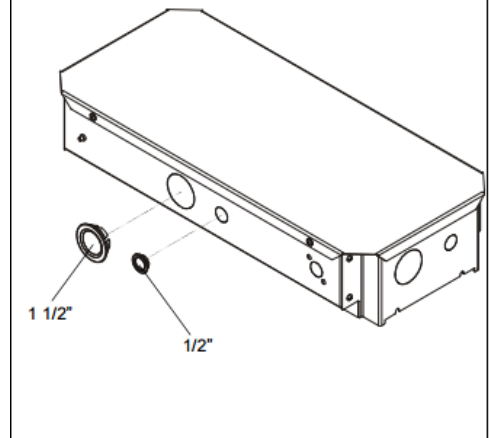
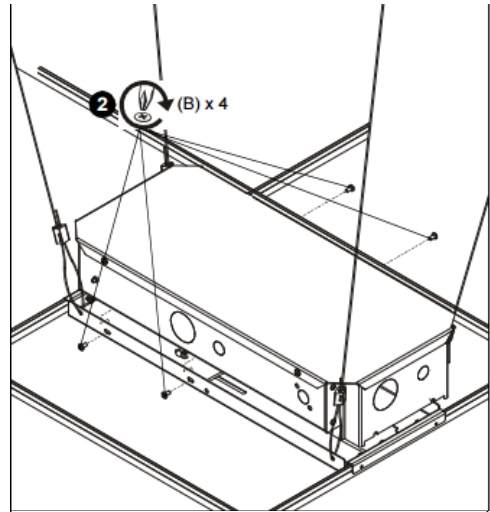
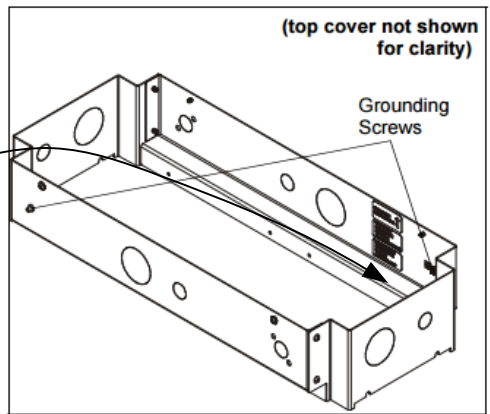
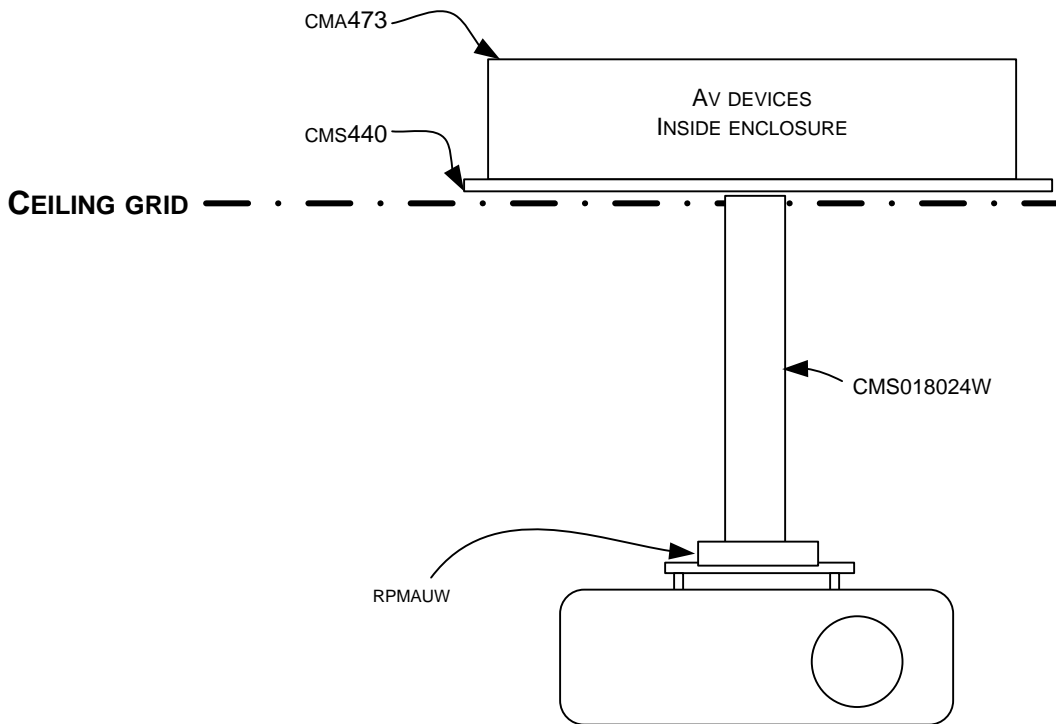


Figure 9

- CHIEF CMA473
- AIR-HANDLING RATED EQUIPMENT ENCLOSURE ABOVE DROP CEILING OVER PROJECTORS PROVIDED AND INSTALLED BY AV
  - CUSTOMER PROVIDES RELOCATION OF EXISTING PROJECTOR POWER, DIRECT CONNECT 120VAC TO 1-GANG BOX WITH DUPLEX OUTLETS TO INTERIOR OF ENCLOSURE



Certifications:	UL Listed
Notes:	TAA Compliant
Overall Dimensions (H x W x D):	4.8" x 10.44" x 23.24" (122 x 265 x 590 mm)
Shipping Weight:	12.55 lbs