



We have prepared a quote for you

CCLS eRate Cabling RFP - Sinclairville

Quote # 042138
Version 1

Prepared for:

CCLS - SINCLAIRVILLE - Sinclairville Free Library

Beth Hadley
director@sinclairvillelibrary.org



Sinclairville

Qty	Product Description
Quote based on walkthrough Advent performed.	
Quote based on Advent Standard Products	
Scope:	
Advent will install 18 cable runs the the below locations. All cabling will be CAT6. It will be terminated and tested.	
3 single runs will go to the front exterior. They will terminate in a 4x4 exterior box Advent will install	
1 single for AP in children's room	
1 single for AP in main area	
3 single runs for growth, all in the ceiling, one in children's room and two above the public PC area	
1 quad for the circulation desk	
2 duals, in the office replacing the existing single runs at each location	
1 single run to the conference room for AP	
1 single run to the exterior of the building for an AP, This will terminate in a 4x4 exterior box Advent will install	
Advent will also drill and install a cable path through the top of the circulation desk counter for the cabling to get to the PC	
Non-Eligible Option included for Advent to install an HDMI cable to allow for the move of customer's NVR to the data rack	
3120	Cable, Link C6, Plenum, Reelex, Blue (Per Foot)
1	UDX-Series Shielded Patch Panel, 24 Port, 1 Rack Units, 1.75" H
10	MPTL Assembly with Cobra-Lock Termination
36	Hubbell NetSelect Network Connector - 1 x RJ-45 Network Female - Blue
2	Face Plate, Rear-Loading, 2 Port, Single Gang, Office White
1	Face Plate, Rear-Loading, 4 Port, Single Gang, Office White
3	Single Gang with Drywall Screws (Drywall Caddy)
10	Patch Cord, Speed Gain, Cat6, Slim, Blue, 3'
20	Nextspeed Patch Cord, Category 6, Blue, 1 Foot
1	Desk Grommet, 2 inch, Black



Sinclairville

Qty	Product Description
1	Bulk Velcro Cable Tie, 75 FT, Black
1	StarTech.com 100 Pkg M6 Mounting Screws and Cage Nuts for Server Rack Cabinet - Install your rack-mountable hardware securely with these high quality screws and nuts - m6 screws - rack screws - rack nuts -cage nuts
1	Mounting Hardware, D-Rings
2	Carlson - 4 x 4 x 4 inch Gray PVC junction box
2	Hubbell 1 Gang Standard Station Mounting Box - 1-gang - Office White - Plastic
21	Hubbell MediaTrak 7 Cable Tray - Cable Holder - White - 1 (Per Foot)
2	Hubbell - Lantrak Flat Elbow, Base/Cover
2	Hubbell - Internal Elbow, Base/Cover, PR PL1IEBC
2	Hubbell - Raceway Ceiling Entrance Fitting for Conduit
3	Hubbell - Lantrak Splice Cover MOQ-5, PR PL1SC

Subtotal: **\$4,345.95**

HDMI Cable Option

* Optional

Description	Price	Qty	Ext. Price
ADV-00001 100FT In Wall Rated, 4K, HDMI to HDMI Cable	\$100.00	1	\$100.00
LABOR - Wiring Tech Wiring Tech Labor (Hourly)	\$95.00	1	\$95.00

* Optional Subtotal: **\$195.00**



CCLS eRate Cabling RFP - Sinclairville



Prepared by:
Advent Communications

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Prepared for:
CCLS - SINCLAIRVILLE - Sinclairville Free Library

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Sinclairville, NY 14136-1416
Beth Hadley
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Quote Information:

Quote #: 042138

Version: 1
Delivery Date: 05/21/2024
Expiration Date: 07/31/2024

Quote Summary

Description	Amount
Sinclairville	\$4,345.95
Installation	\$7,140.00
Subtotal:	\$11,485.95
Shipping:	\$50.00
Total:	\$11,535.95

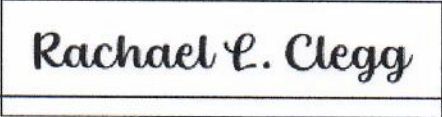
*Optional Expenses

Description	One-Time
HDMI Cable Option	\$195.00
Optional Subtotal:	\$195.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Advent Communications

CCLS - SINCLAIRVILLE - Sinclairville Free Library

Signature: 
Name: Rachael Clegg
Title: Senior Account Executive
Date: 05/21/2024

Signature: _____
Name: Beth Hadley
Date: _____



Terms and Conditions

1. TRANSACTION:

Subject to the additional terms and conditions set forth herein, Advent Communications, Inc. ("Advent") agrees to sell to CCLS - SINCLAIRVILLE - Sinclairville Free Library ("Customer") and Customer agrees to purchase from Advent, the hardware, software, wiring, cable, and other equipment (hereinafter referred to generally as "Equipment") listed on the attached Order/Quote #042138. In addition, Advent will supply remote/onsite/support/professional services/programming/installation services (hereinafter referred to generally as "Services") listed on the attached Order/Quote # 042138, and any subsequent Quotes and/or Orders.

2. COVERAGE:

Advent and Customer agree that the following terms and conditions will govern the attached Quote, as well as any subsequent Quotes/Orders of Equipment and/or Services. Any other terms and conditions, preprinted, verbal, or otherwise, from any Customer Order for Equipment or Services are hereby rejected and shall have no legal effect notwithstanding Advent's acceptance or fulfillment of any such Order. In the event there is a scope of work or other agreement with terms inconsistent with this Agreement, then such terms will be effective and controlling only if signed by an authorized representative of Advent.

3. CONTRACT PERIOD:

This Agreement will become effective when it is signed by Customer and accepted by Advent and will remain in effect until terminated or cancelled as provided herein.

4. RIGHT TO REJECT:

Advent reserves the right to reject and/or terminate any Quote/Order/Services, based upon its review and/or its site review, in its sole discretion, or for any reason including but not limited to rejection of a Quote/Order/Services based on price, margin, unforeseen installation/service challenges including but not limited to union issues, additional wiring required, or payment disputes.

5. CUSTOMER OBLIGATIONS FOR INSTALLATION:

Customer agrees, at its expense, upon the signing of this Agreement, and at all other times during the period of installation and maintenance services to: (a) allow employees or agents of Advent access to the premises and facilities where the equipment is to be installed at all hours consistent with the requirements of the installation. (b) to assure that the Premises will meet all temperature, humidity control, air conditioning, and all other environmental requirements and will be dry and free from dust and other hazards so as not to be injurious to persons or to the equipment to be installed. (c) to provide all patching, painting, concrete, and other openings, conduit floor reinforcements or other mechanical modifications pertinent to this installation; (d) to provide ample electric current of proper and clean voltage for any necessary purpose, terminating in rooms where it is required; (e) to provide suitable and easily accessible space for secure storage of the equipment, any tools, test sets, and other items necessary for installation. (f) to accept delivery of the equipment. (g) To supply secure remote access to Equipment/Software for installation, monitoring, maintenance, customer requested work, programming, etc. Any delays caused by failure of Customer to comply with Subsections 5(a)-(g) may result in additional charges based on Advent's service contract/warranty rate schedule as described in this Agreement. Charges will apply only to the real time lost by Advent personnel including travel time and time on site. The risk of loss for any damage to or destruction of the Equipment or any portion thereof from and after the time of delivery thereof to the Premises shall be borne by Customer, except with respect to damage or destruction resulting from the negligence or willful conduct of Advent.

6. RIGHT TO HIRE:

Customer agrees that Advent has devoted time, money, and other valuable resources in developing its employees as business assets, and that by having the employee work directly with a Customer, Customer is able to have an unusual access to work with and evaluate Advent's employees. Customer agrees not to solicit, request, or entice any employee of Advent who has worked with the Customer, to leave the employ of Advent within one (1) year of such Advent employee's last date working with Customer remotely or on any premise or facility. As the damages caused by a violation of this covenant is difficult to quantify, the parties agree that in the event any Advent employee is hired, either directly or indirectly, as an employee, or as an independent contractor, or otherwise, by Customer within one (1) year of such Advent employee's last remote or on-site date at Customer's premises or facilities, Customer agrees to pay to Advent liquidated damages, in the amount of \$50,000.00, payable and due in full within (30) days of Customer hiring of each such Advent employee.

7. CREDIT CONDITIONS:

The acceptance of any Quote and/or Order under this Agreement is subject to credit approval and to Customer's payment of 50% of the initial order of Equipment/Software/Services. For any subsequent Quote/Order of Equipment/Software/Services, Advent may require a prepaid deposit. Any payment terms that differ from this



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Agreement must be set forth in writing signed by an authorized representative of both Advent and Customer. Payment Schedule Conditions for Quote and or Orders:

Dollar value up to and including \$50,000.00 - 50% payment with Order/Quote and 50% upon completion

Dollar value of more than \$ 50,000.00 50% payment with Order/Quote, 25% upon delivery of Equipment/Software and 25% upon completion.

Advent may, but shall not be required to, delay installation until Customer credit is approved by an authorized representative of Advent and/or third party leasing or other financing entity, and/or a site review of Customer's premises has been made by Advent's personnel.

8. PAYMENT:

If Customer pays via check or bank wire, Advent may, at its discretion, wait for the check to clear or funds to transfer before scheduling installation or shipping Equipment. If Customer pays the final balance via check or bank wire, Advent may, at its sole discretion, require final payment to be paid with a certified check or money order, or require Customer to provide a credit card authorization until the check clears or funds are transferred. If upon cutover Customer does not provide required payment, Advent may de-install Equipment and wiring, and Customer hereby grants access to Advent, its employees, and agents to Customer's premises and facilities to do so. In such case Advent will not be required to refund Customer's deposit or any monies received as part of this Agreement. Any invoice not paid within fifteen (15) days of the invoice are subject to a late payment fee of one and one-half percent (1½ %) per calendar month or portion thereof, or the maximum amount allowed by law, whichever is less, on the unpaid balance. Restrictive endorsements or other statements on checks will not be effective to alter these terms, or the duty to pay all amounts due Advent. Customer will also be liable for all costs incurred by Advent in the collection of any past due amount, including any collection agency or attorneys' fees.

9. CHANGE ORDERS:

Customer requests for any change Order to the equipment, software, wiring, or installation/labor/services will be billed at the same rate as charged on original Quote/Order for equipment and all installation/labor/service charges will be billed at Advent's service rate schedule for the original Quote/Order. Any additional expense attributable to such change Orders, including but not limited to, freight, after hours, manufacturer charges, and taxes, shall be paid by Customer. All changes & additions shall be subject to all terms and conditions provided herein. Any Equipment not on original Quote/Order will be at a price to be negotiated between Advent and Customer at the time of the Change Order.

10. SUBSEQUENT ORDERS:

The price for additional Equipment, Software and/or Services will be negotiated at the time of ordering by the Customer. Subsequent Orders may be made via facsimile, in person, U.S. Mail, or e-mail. For any subsequent Orders in an amount exceeding \$5,000.00, a 50% deposit is required.

11. THIRD PARTY FINANCING:

Any payment terms that differ from this Agreement must be set forth in a writing signed by an authorized representative of Advent. If Customer is financing Equipment with any third-party financial

services company, Advent may, at its discretion, submit all lease documents for funding on the entire amount of the lease when Equipment is ordered and shipped to Customer. Advent may require all lease documents, including credit application, lease agreement, and/or Delivery and Acceptance to be signed prior to the shipment of Equipment and scheduling of installation.

12. EXISTING AGREEMENTS:

In providing Equipment or Services, Advent is not liable or responsible with regard to any fees or other expenses relating to the termination of Customer's existing agreements with other persons or entities. It is the Customer's responsibility to terminate any and all existing unnecessary, redundant, and/or conflicting agreements in place. This includes but not limited to equipment leases, network services, and/or maintenance agreements. Customer is solely responsibly with regard to its existing contracts or associated termination charges without reimbursement from Advent. If Customer has a current Advent maintenance contract, that contract will be modified or superseded as of the date when the new system is installed or new maintenance agreement goes into effect. The prior contract(s) will be applicable for events prior to such date.

13. TAXES, FEES, SURCHARGES:

Prices, fees, and charges shown on the Quote/Order may not include sales or other taxes and governmental fees. If applicable, Customer agrees to pay when invoiced all applicable taxes, however designated, including but not limited to, federal, state, and local sales and use taxes, fees, and surcharges, imposed on the provision, sale, license,



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and/or use of the Equipment, Software or Services provided hereunder.

14. CANCELLATION:

In the event Customer cancels an order for any Equipment or Software, there will be a cancellation fee paid to Advent of 15% of the Equipment or Software price as charged to Customer, in addition to any restocking or other fees charged by the third-party distributor and/or manufacturer. Cancellation by Customer of any installation, shall be made at least 72 hours prior to the date scheduled for the commencement of the installation, and a cancellation fee paid to Advent of 15% of the non-Equipment portion of the applicable Quote/Order, in addition to any travel or trip costs incurred by Advent. In the event the cancellation is made less than 72 hours prior to the date scheduled for the installation, then the cancellation fee paid to Advent shall be 20% of the non-Equipment portion of the applicable Quote/Order, in addition to any travel or trip costs incurred by Advent.

In the event Customer cancels a Maintenance Agreement, Advent is due a lump sum of either the total of the remaining payments contemplated by the Maintenance Agreement or a lump sum equal to 12 month's payments as contemplated by the Maintenance Agreement, whichever is less. Customer is required to provide at least thirty day's written notice of cancellation, including Customer's proposed End Date. The "End Date" must be the first day of a calendar month and in no event will be less than thirty days after receipt by Advent of the notice of cancellation. Calculation of the amount due pursuant to this Section 14 will be made as of the End Date. Payment in full of the lump sum due pursuant to this Section 14 is due within thirty-one days of the End Date.

15. RENEWAL:

Unless otherwise negotiated, recurring revenue contracts such as maintenance and manage services but not limited to, will be renewed for one year increments with original payment terms. In addition, Advent has the right to not renew, for any reason, at its discretion.

15. WARRANTIES OF EQUIPMENT:

Advent reserves the right to limit the duration and coverage of Equipment warranties to those provided by the applicable third-party manufacturer or provider of the Equipment. In Advent's sole discretion, Advent may provide greater remedies for issues arising from Equipment than provided by the third-party manufacturers; however, doing so does not obligate Advent to do so at any other time and/or in regard to the same or other Equipment.

16. MONITORING:

Advent may, at its discretion, electronically monitor Equipment for the following purposes: (i) to perform remote diagnostics, corrective actions, alarming; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products or Services; (v) as otherwise provided in the applicable Order.

17. LIMITATIONS ON FRAUDULENT INTRUSION:

Although Advent sells Equipment designed to be secure, Advent makes no express or implied warranty that Equipment, or the systems of which they are a part, is immune from or prevents fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. Certain features, if purchased, including but not limited to, Password Reset, Conference Mailbox, Skip Password, and Monitor Mailbox, when enabled, could be improperly used in violation of privacy laws. By ordering Equipment with these features or separately ordering such features, Customer assumes all responsibility for assuring their proper and lawful use.

18. FACILITIES

If a Supported Product supports Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities and other Network Facilities, T1/PRI, SIP, etc., Customer may experience certain compromises in performance, reliability and security, even when the Supported Product performs as warranted. CUSTOMER ACKNOWLEDGES THAT IT IS AWARE OF THESE RISKS AND THAT CUSTOMER HAS DETERMINED THEY ARE ACCEPTABLE FOR ITS APPLICATION OF THE SUPPORTED PRODUCT. CUSTOMER ALSO ACKNOWLEDGES THAT, UNLESS EXPRESSLY PROVIDED IN ANOTHER AGREEMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S NETWORK AND ACCESS, WHETHER REMOTE OR ON SITE, ARE SECURE AND BACKING UP CUSTOMER'S DATA. Advent does not warrant or guarantee uninterrupted or error-free operation of the Equipment.

19. LIMITED WARRANTY:

Advent warrants to Customer that Equipment/Software, including wiring installed by Advent will be in good working order on the date Advent delivers or completes installation of the Equipment/Software,

whichever is later. If Customer notifies Advent that the Equipment/Software is not in good working order within the standard warranty period specified for the



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Equipment/Software on the date of purchase, Advent will without additional charge repair or replace, at Advent's option, the Equipment/Software components that are not in good working order. Advent, at its option, may replace Equipment/Software covered under warranty with new, remanufactured, or refurbished Equipment/Software. Repair or replacement parts may be new, remanufactured, or refurbished at the option of Advent. Any removed Equipment/Software and/or parts will become the property of Advent. For any Equipment/Software that is repaired or replaced while this Limited Warranty is in effect, the repaired or replaced Equipment/Software will be warranted for the remaining warranty period covering the original purchased Equipment/Software. Advent's obligations under this Limited Warranty are contingent on Customer's full payment of the Equipment/Software purchase price. For Equipment/Software that is under a maintenance contract with Advent, Advent is not obligated to perform any replacement or repair of any Equipment/Software, even if Equipment/Software is under warranty, if Customer has any unpaid invoices.

The warranties provided pursuant to this Section 19 specifically, and pursuant to this Agreement generally, are voided in the event the Equipment/Software is damaged or malfunctioning as a result of neglect or abuse by Customer or third parties; as a result of improper handling, operation, installation, maintenance, transport, and/or storage undertaken by Customer or other party not under control of

Advent; as a result of environmental conditions not within Advent's control; as a result of alterations or repairs not authorized by Advent; as a result of the use of parts not authorized by Advent in or with the Equipment; and/or as a result of accident, fire, flood, lightning, or other acts of God.

Advent's obligation to repair or replace as set forth above is Customer's exclusive remedy. Except as specifically set forth above, Advent makes no warranties, express or implied, and specifically disclaims any warranties of merchantability and/or warranties for fitness for a particular use.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, SHALL ADVENT HAVE ANY LIABILITY TO YOU OR TO ANY PERSON OR ENTITY FOR (i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OR USE OF THE SERVICES, OR THE USE OR ATTEMPTED USE OF OR CUSTOMER'S RELIANCE ON OR USE OF PURCHASED EQUIPMENT, OR THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURES OR MALFUNCTION, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, LOSS OR CORRUPTION OF INFORMATION OR DATA, OR FAILURE OF PERFORMANCE OF THE EQUIPMENT AND/OR SERVICES; OR (ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF PURCHASED EQUIPMENT AND/OR THE SERVICES BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT,

TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

This Section 19 shall survive termination of this Agreement.

20. ADVENT'S RIGHT TO CURE:

In the event Advent materially breaches any obligation it has under this Agreement, and, if that breach is capable of being cured, fails to cure that breach within 30 days after Customer notifies Advent of that breach, except that if that breach is capable of being cured but not within 30 days and Advent is making reasonable efforts to cure the breach in a timely manner, then Advent shall have 90 days after Customer notifies Advent of that breach to cure.

21. FORCE MAJEURE:

Advent shall have no liability for damages due to fire, explosion, power failures, strikes, or other labor disputes, water, acts of God, war, acts of civil or military authorities, inability to secure raw materials or transportation facilities, fuel or energy shortages, and/or acts or omissions of Internet providers or communications carrier telecommunications services or other outside influences not controllable by Advent.

22. CHOICE OF LAW:

The construction, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions. Any action brought pursuant to or to enforce the terms of this Agreement shall be brought exclusively in the Court of Common Pleas of Washington County or in the United States District Court for the Western District of Pennsylvania. The parties agree to submit to the jurisdiction of the above-listed courts under this Agreement. Customer hereby waives any objections to the jurisdiction and/or venue of the courts set forth above, including but not limited to objections based upon personal jurisdiction, venue, and/or forum nonconveniens, in any proceeding by Advent to enforce its rights under this Agreement. Customer agrees to not object to any petition filed by Advent to remove an action filed by Customer from a forum or court that is not either the Court of Common Pleas of Washington County or the United States District Court for the Western District of Pennsylvania. If Customer does object to a petition for removal, Customer agrees to reimburse Employer's legal fees and expenses associated with the removal of such action.



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23. ASSIGNMENT/SUBCONTRACTING:

This Agreement is not assignable by Customer without prior written consent, which consent will not be unreasonably withheld. Advent may subcontract all or any part of the Services to be performed by it under this Agreement, but Advent remains obligated to fulfill its obligations under this Agreement, whether performed by Advent employees and/or by Advent subcontractors.

24. USE:

Customer agrees and warrants that any Equipment, Software and Services acquired hereunder are for use in the ordinary course of Customer's business in the United States and are not for resale.

25. NOTICES:

All notices required or permitted under this Agreement shall be in writing and sent to the other Party at the address specified below or to such other address as either Party may substitute from time to time by written notice to the other. Any such notice shall be deemed validly given, if via hand delivery, upon receipt by the other Party; if via FEDEX or UPS, signature required, upon delivery. No other method of delivery is acceptable unless acknowledged by the receiving Party in a physical or electronic writing, in which case receipt is deemed to be upon acknowledgment.

If to Advent:

With a copy to:

Ken Eglberger
250 Meadowlands Boulevard
Washington, PA 15301

Greg Sinnamond
250 Meadowlands Boulevard
Washington PA 15301

Service of such notice or demand so made shall be deemed complete on the day of actual delivery. Any Party hereto may, from time to time, by notice in writing served upon the other Party as aforesaid, designate a different mailing address or a different person to which all further notices or demands shall thereafter be addressed.

INTENDING TO BE LEGALLY BOUND HEREBY, effective as of 01/01/0001, the parties sign below:

Date

ADVENT COMMUNICATIONS, INC.

Rachael E. Clegg

BY:

01/01/0001

Authorized Representative

Date

CUSTOMER

BY: _____

Authorized Representative

Date