



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager's Office



DATE: August 29, 2011
BOARD MEETING DATE: September 13, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Dave Holland, Assistant County Manager

SUBJECT: Agreement with Integrated Communication Systems (ICS) for the Board Chambers Upgrade Project

RECOMMENDATION:

Adopt a Resolution:

- A) Authorizing the President of the Board to execute an Agreement with Integrated Communication Systems (ICS) for the Board of Supervisors chambers upgrade project for the term of September 14, 2011 through January 31, 2012 for a maximum obligation of \$233,362; and
- B) Authorizing the Assistant County Manager or his designee to execute contract amendments that modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the Contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

In January 2011, Management Partners, Incorporated completed a study that identified ways in which County administrative and internal support functions could become more efficient and less costly. One of their high-priority recommendations was to implement an online/automated agenda preparation and approval process. The current process is labor intensive, tedious, time consuming, and stressful. It increases the probability of human error and creates version control issues. The current manual process is expensive in terms of inefficient use of staff time and excessive costs for paper, copying and printing. On September 1, 2011, the County entered into a department level agreement with SIRE Technologies to provide software and support for a paperless system that will include automated workflow processes, elimination of non-value added repetitive tasks, more efficient document compiling, faster publishing, easier document access for the public and a more environmentally responsible solution. It will also create a greatly needed searchable central document repository. Agenda processes, including processes for Boards and Commissions, are scheduled to be fully automated by March 31, 2012.

DISCUSSION:

To maximize the use of the new paperless system, equipment in the Board chambers will be upgraded to a digital environment to accommodate new technologies for automation. Integrated Communication Systems (ICS) was selected through a competitive process to complete the chambers upgrade project. The project will replace the original equipment, which includes the sound system, projectors and video matrix system. New monitors mounted on the dais will support a paperless agenda while the broadcast system will be reworked to ensure better broadcast of the meetings. The main screen will be replaced with monitor displays to allow the audience better viewing of presentations including a monitor to be mounted in the lobby for Chambers overflow. The upgraded equipment will be portable and easily transferred to a future chambers location. The chambers upgrade project will be completed in two primary stages. The first stage will include infrastructure improvements and the second stage will include installation of equipment such as monitors for individuals who sit at the dais. The upgrade project will be completed by January 31, 2012 with no interruption to the Board's established meeting schedule.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination, and equal benefits.

County Counsel has reviewed and approved the Resolution and Agreement as to form.

Approval of this Resolution and Agreement contribute to the Shared Vision 2025 outcome of a Collaborative Community by increasing fiscal accountability through a more cost effective and efficient agenda processing solution and keeping the public informed and engaged with more expedient document publishing and improved access.

Performance Measure(s):

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Percent of Board members satisfied with level of services provided by the Clerk of the Board	100%	100%
Percent of Board agenda items published online and on time	98%	100%

FISCAL IMPACT:

The term of the contract with ICS for the Board chambers upgrade is September 14, 2011 to January 31, 2012 for a cost of \$233,362. The cost of equipment to support this project is \$28,000 for a total upgrade cost of \$261,362. Public Education Government (PEG) funding in the amount of \$90,000 will be used to partially offset the cost. The remainder will be funded by the General Fund. A September budget revision will be completed to appropriate costs in the FY 2011-12 budget.

REQUEST FOR PROPOSAL PROCESS MATRIX

1.	General description of RFP	Contract services for Board chambers upgrade project
2.	List key evaluation criteria	<ul style="list-style-type: none"> - Company profile and capacity - Contractor experience - Financial including cost of installation, labor, equipment, and incidentals - Design and equipment considerations - References
3.	Where advertised	<ul style="list-style-type: none"> - County's Internet - Local newspapers
4.	In addition to any advertisement, list others to whom the RFP announcement was sent	RFP packets were distributed to the following prospective providers: Integrated Communication Systems Thrasher Communication Productivity, Inc WPCS International Inc Snader and Associates, Inc VMI, Inc Troxell Communications
5.	Total number of RFP's sent to prospective proposers	6
6.	Number of proposals received	One from ICS
7.	Who evaluated the proposals	The review committee consisted of staff from the County Manager's Office
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	Integrated Communications Systems (ICS); San Jose, CA

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

*** * * * ***

RESOLUTION AUTHORIZING: A) THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH INTEGRATED COMMUNICATION SYSTEMS (ICS) FOR THE BOARD OF SUPERVISORS CHAMBERS UPGRADE PROJECT FOR THE TERM OF SEPTEMBER 14, 2011 THROUGH JANUARY 31, 2012 FOR A MAXIMUM OBLIGATION OF \$233,362; AND B) THE ASSISTANT COUNTY MANAGER OR HIS DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE) AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of that California, that

WHEREAS, the County Manager's Office / Clerk of the Board entered into department level agreement with SIRE Technologies to automate agenda process to create a more efficient and less costly process; and

WHEREAS, to maximize the use of the new paperless system, equipment in the Board chambers will be upgraded to a digital environment to accommodate new technologies for automation.

WHEREAS, the County and Integrated Communication Systems (ICS) wish to enter into an Agreement to upgrade and install equipment in the Board chambers for the period of September 14, 2011 to January 31, 2012, for a total obligation of \$233,362; and

WHEREAS, this Board has considered the Agreement and approved the Assistant County Manager or his designee to enter into it. The President is the one authorized to enter into this agreement, not the ACO.

BE IT FURTHER RESOLVED that the assistant county manager or his designee is hereby authorized to execute contract amendments which modify the

county's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
INTEGRATED COMMUNICATION SYSTEMS (ICS)**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by
and between the COUNTY OF SAN MATEO, hereinafter called "County," and Integrated
Communication Systems ("ICS"), hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with
independent contractors for the furnishing of such services to or for County or any Department
thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of
supplying labor and materials as required to complete the audio video system requirements for
the Board of Supervisors chambers upgrade project.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference
herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform
services for County in accordance with the terms, conditions and specifications set forth herein
and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions
and specifications set forth herein and in Exhibit "A," County shall make payment to
Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves
the right to withhold payment if the County determines that the quantity or quality of the work
performed is unacceptable. In no event shall the County's total fiscal obligation under this
Agreement exceed Two Hundred Thirty Three Thousand Three Hundred Sixty Two dollars
(\$233,362).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from
September 14, 2011 through January 31, 2012.

This Agreement may be terminated by Contractor, the Assistant County Manager, Dave
Holland, or his/her designee at any time without a requirement of good cause upon thirty (30)
days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific

contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insureds to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and all Federal Regulations promulgated thereunder, as amended, and the Americans with Disabilities

Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal

Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:

David Holland
Assistant County Manager
County of San Mateo
400 County Center, 1st Floor
Redwood City, CA 94063
Fax: (650) 363-1916

In the case of Contractor, to:

Mark Berlo
Project Manager
Integrated Communication Systems
550 Parrott Street Unit 40
San Jose, CA. 95112
Fax: (408)998-0100

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Integrated Communication Systems



Contractor's Signature

Date: 9/6/2011

Long Form Agreement/Non-Business Associate v 8/19/08

Exhibit "A"

In consideration of the payments set forth in Exhibit "B," Contractor shall provide the following services:

- Contractor will perform the work outlined in the "Scope of Work" section on pages 1-5 of its Proposal subject to the "General Conditions and Exclusions" set forth on pages 5-6 of its Proposal. A copy of above-referenced Proposal is attached to this Agreement.
- For purposes of pricing, the parties acknowledge that "Alternate A" as referenced on page 7 of the Proposal and Exhibit B to this Agreement, refers to the itemized list of equipment with unit prices set forth on as "Alternate A" on Attachment A (pages 9-10) to the Proposal.
- The parties further acknowledge that "Alternate C" and "Alternate D" as referenced in Exhibit B to this Agreement refer to "Alternate C" and "Alternate D" on Attachment A (page 10) to the Proposal.
- The specific details of the work to be performed is listed below:
- The AV system will allow presentations of materials from an existing Personal Computer at the clerk's desk and from the podium with connections sourcing from users' personal computer and the existing document camera. Blu-ray DVD players will be installed by the contractor both at the clerk's desk and at the podium to allow for presentation of materials.
- The podium will be portable with simplified connections through a customized AV plate and replacing the UTP connections with a unified fiber disconnect.
- A speaker timer will be installed at the podium, visible by those seated at the dais, and controlled and configurable by the clerk.
- The microphones will be replaced with high quality directional microphones with LED illuminated rings and illuminated pushbutton base. The microphones can be muted locally or remotely. The dais microphone will be controlled remotely by the President of the Board position or two new control system touch screens, located on the clerk's desk and in the AV control room.
- The Crown amplification system will be re- used and will provide audio processing. The sound system shall be integrated with an existing portable audio system (Listen) to extend and accommodate various room configurations
- Eight new 21.5 inch 1920x1080 LCD monitors with Windows 7 multi-touch support will be mounted, without viewing obstruction of the dais by the public, at the dais and staff positions. The same monitor will be installed at the clerk's desk. The monitors will display the same information from the presenter. The monitors will also allow for different sources to be displayed, including information sourced by individual computers, as determined by its users.

- The main projection screen will be replaced with a 16x9 screen. Two projectors will be installed, replacing the original projector with 1920x1200 native resolution.
- Two 65" 1080p LCD flat panel monitors will be installed on either side of the main projection screen. Two 55" 1080p LCD monitors will be installed half-way down the length of the room on swing-arm mounts and will conform to seismic and OSHPD standards.
- The four existing cameras and pan/tilt controllers will be retained and re-used with a new fifth Sony camera to be installed on the wall facing the staff positions. The broken camera mounted on the back wall will be repaired.
- The lobby ceiling speakers will be reused and will be re-wired to allow for control by the control panel system.
- A new 42" LCD monitor will be installed in the lobby that will allow the broadcast of meetings as well as slides of upcoming events when no meeting is in session. Control of the lobby screen will also be managed by the control panel system touch.
- A new ergonomic work surface will be installed in the AV control room and the equipment rack will be re-used. The configuration of the room will be set up for better ergonomics when operating the broadcast hardware. The broadcast system will provide video processing and CG. Two DVD recorders will also be installed to record the broadcast feed. A replay system and network storage solution will be provided and coordinated for the integration of a streaming server.
- The contractor shall integrate an existing hearing assistance system and confirm that there is no interference with the system.
- The contractor will provide a UPS that will provide a minimum power for 12 minutes to gracefully shut down the system.
- The control panel system will be replaced and will include microphone control, lighting control schemes, programming for the lobby display and its sound control, ability to select display sources, volume control, and to turn on/off system devices. The system will also include the ability to enable/disable viewing of the meetings through a private/public button.
- The contractor will provide documentation of the as-built system along with complete wiring schematic drawings. Cables must be completely labeled as well as identified on the drawings, jacks, terminals, and connectors.
- The contractor will provide manufacturers manuals, bound and indexed.
- Training will be provided for 16 hours. Training will take place on November 14, 2011 and January 4, 2012; after the system is operational. "On-the-job" training in the use of the equipment will be provided.

- The Contractor will be responsible for the adjustment of the system and provide all test equipment for the system check and acceptance tests.
- The contractor will provide one-year warranty commencing from the date of acceptance of the system. Service will be made available within 24 hours of the service request.

Phase One of the project will be completed by November 14th and will entail:

- Provide project scheduling input relative to the A/V system requirements.
 1. Materials will be ordered upon receipt of executed contract. If contract is done by 9/15/2011, the schedule detailed below can work. If not, the dates may shift by two weeks.
- Final engineered drawings will be done and submitted to allow for the infrastructure changes for AC power and conduit stubs to be done by facilities to accommodate the new displays.
- Preliminary touch panel layouts will be submitted for approval and finalized before the next phase.
- Phase One will commence on November 2 and completed by November 13. This will include the broadcast hardware, video digital recorder, broadcast work surface, and all ceiling and wall mounted display devices and cabling. ICS may attempt to add the speaker timer in this scope. The projectors will be upgraded. However, because the AMX will not be reprogrammed, the projector will have to be controlled manually until the next phase.
- Training on the new broadcast gear will be take place on November 14.

Phase Two of the project will begin on December 14th and completed by December 30th.

- Work will include the revision of all of the floor cabling and Dais work. The control system will be replaced. The microphones and associated cabling will be replaced. The video switching hardware will be replaced.
- Training will take place January 4th.

System Acceptance:

- Testing and as-built documentation will follow the completion of the installation.
- System acceptance to ensure functionality as agreed upon will be completed by representatives for the County.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A," County shall pay Contractor based on the following fee schedule:

Unless stated otherwise in the contract, all invoices are due Net 30, with 1.5% interest applied to unpaid invoices.

The first monthly payment of \$105,013 will be submitted at the completion of the November installation. The second payment of \$105,013 will be submitted at the completion of the December installation. A 10% retention of the total amount (\$23,336) will be held as final payment at the acceptance of the system.

Pricing

Alternate A – Digital Upgrade including sales tax \$221,060.00

The "Alternate A" Digital Upgrade consists of the following amounts:

Alternate A Materials \$116,133.00

Alternate A Sales Tax \$18,237.45

Alternate A Engineering/CAD/Support Labor \$14,240.00

Alternate A Installation Labor \$55,924.00

Alternate A Programming Labor \$11,240.00

Alternate A Training Labor \$2,080.00

Alternate A S&H \$3,205.55

Alternate B – Re-Use Furniture/Racks including sales tax (-\$1,200.00)

Alternate C -- Playout server option \$12,342.00

Alternate D -- Thin Lobby LCD option \$1,160.00

Proposal TOTAL Alternates A, B, C, D \$233,362.00 *WFB*

Additional service rates:

- Meeting Support: \$130/hr. 4 hour minimum including travel.
- A proposed separate 4 annual visit maintenance contract cost per year, after the first year, with a maximum 5 years, is available at **\$6,400.00**
- Must be combined with base contract.
- Emergency On-Call rate \$150/hr. with a 4 hour minimum.

Notwithstanding the foregoing, in no event shall the County's total fiscal obligation under this Agreement, including the County's financial obligation for any of the additional services listed immediately above, exceed Two Hundred Thirty Three Thousand Three Hundred Sixty Two dollars (\$233,362).