

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco and
Integrated Communication Systems**

**TC-95801
City Hall Audio Visual System Upgrade**

This Agreement is made this 1st day of April, 2017, in the City and County of San Francisco ("City"), State of California, by and between Integrated Communication Systems (ICS) 550 Parrott Street San Jose, CA 95112 ("Contractor") and City.

Recitals

WHEREAS, the San Francisco City Hall Department of Real Estate, Media/Security Systems Divisions ("Department") wishes to upgrade the video system, control system, and local area network infrastructure of the existing Audio-Visual (AV) system used in San Francisco City Hall hearing rooms and,

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and San Francisco City Hall Department of Real Estate, Media/Security Systems Divisions."

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means Integrated Communication Systems (ICS) 550 Parrott Street San Jose, CA 95112.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the later of: (i) April 1, 2017; or (ii) the Effective Date and expire on March 31, 2020 unless earlier terminated as otherwise provided herein.

2.2 The City has one option to renew the Agreement for a period of two years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of the Real Estate department, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Eight Hundred Ninety Nine Thousand Two Hundred Eighty Seven Dollars, with Ninety Six Cents (\$899,287.96)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until the Department of Real Estate approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 **Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6, " or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 **Reserved. (LBE Payment and Utilization Tracking System)**

3.3.6 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 Payment of Prevailing Wages

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code (collectively, "Covered Services"). The provisions of Section 6.22(e) of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement ("OLSE") and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement. Contractor further agrees as follows:

3.6.3 Subcontract Requirements. As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

3.6.4 Posted Notices. As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where Covered Services are to be performed.

3.6.5 Payroll Records. As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

3.6.6 Certified Payrolls. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of

the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (A) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (B) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (C) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (D) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (E) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 Remedies. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for,

Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 Qualified Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor

with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 Liquidated Damages. By entering into this Agreement, Contractor agrees that in the event the Services are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the sum of **Fifteen Thousand Dollars (\$15,000)** per each Board of Supervisor's meeting that is relocated because of a project delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish deliverables to City within the time fixed or such extensions of time permitted in writing by City.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this

Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.6 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.7 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.9 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification For Design Professionals. To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

5.2.1 Limitations. No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

5.2.2 **Copyright Infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement.

Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/ .

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements.**

10.5.1 **Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in

the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is

sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 **Reserved. (Slavery Era Disclosure)**

10.13 **Reserved. (Working with Minors)**

10.14 **Consideration of Criminal History in Hiring and Employment Decisions.**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 **Reserved. (Public Access to Nonprofit Records and Meetings)**

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 **Reserved. (Sugar-Sweetened Beverage Prohibition)**

10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 **Reserved. (Preservative Treated Wood Products)**

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Rohan Lane
Media/Security Systems Specialist
1 Dr. Carlton B. Goodlett Pl. Room 008
San Francisco, CA 94102
P: (415) 554-4918
E-mail: Rohan.lane@sfgov.org

To Contractor: Mark Berlo
Project Manager
550 Parrott St, Unit 40
San Jose, CA 95112
P: (408) 491-6000 x128
E-mail: Mark.berlo@ics-integration.com

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Reserved.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's

claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated February 9, 2017. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 **Reserved.**

Article 13 Data and Security

13.1 **Nondisclosure of Private, Proprietary or Confidential Information.**

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

13.2 **Reserved. (Payment Card Industry ("PCI") Requirements)**

13.3 **Reserved. (Business Associate Agreement)**

Article 14 MacBride And Signature

14.1 **MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY


CONTRACTOR

Recommended by:

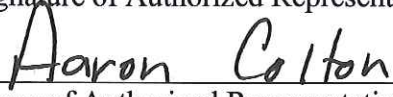
Integrated Communication Systems



John Updike
Director
Department of Real Estate



Signature of Authorized Representative



Name of Authorized Representative

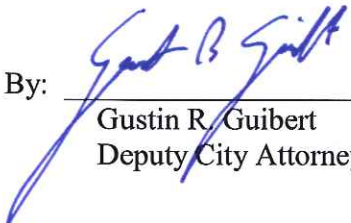


Title

Approved as to Form:


Dennis J. Herrera
City Attorney

City vendor number: 80661

By: 

Gustin R. Guibert
Deputy City Attorney

Approved:



Jaci Fong
Director of the Office of Contract Administration,
and Purchaser

Appendices

- A: Scope of Services
- B: Calculation of Charges
- B1: Calculation of Charges Breakdown

Appendix A Scope of Services

I. Description of Services

1. Scope of Work

a. Introduction

The San Francisco City Hall Department of Real Estate, Media/Security Systems Divisions is seeking to upgrade the video display and presentation system, control system, and local area network infrastructure of the existing AV system used in San Francisco City Hall hearing rooms. The Audio component of the Audio-Visual system, controlled by the existing Creston Pro 2 Control System, was upgraded in 2011 to a Peavey Audio Nion system, and will not be replaced. The new Control system specified herein to utilize Crestron components, must be fully integrated with, and retain all existing functions and control operations, of the Audio system. Moving from a Crestron Pro2 to a Crestron Pro3 system will require a significant software re-write. Streaming Video is to be delivered to new Crestron desktop touchpanels requiring the upgrade of the existing 10/100 LAN to Gigabit speeds. Work under this contract will include replacing existing equipment and software as detailed, integration of the new equipment and software with components of the existing equipment and software that are not replaced, installation and commission of the new systems, training City staff on the new system, providing system documentation and drawings to the City, and providing as-needed maintenance and related services.

Upgrades to the components of the AV system: the video system, remote control system, support infrastructure of the local area network and miscellaneous equipment as detailed and specified as phase 1 project deliverables, are to be completed and fully operational within a 5 week installation period, July 28, 2017 – August 31, 2017. Failure to commission the new system at the end of the specified 5 week period will result in the assessment of liquidated damages, see Section 4.7. The amount of Liquidated damages specified in section 4.7 is based on approximation of potential costs of a meeting room being unavailable, the staff time spent securing another room and necessary equipment to record and broadcast meetings on SFGov TV, securing AV support for the relocated meeting, and the lost potential revenue from having rooms unavailable to rent. All new systems have to be fully integrated with components that are not being replaced, seamlessly retaining all existing control functionality while also adding new capabilities as detailed. The Contractor will have to replace the equipment and software, which will include removing existing equipment and purchasing new equipment, program and seamlessly integrate all required new equipment, software and control programming with already existing equipment and software, train City staff on the new systems, provide documentation and drawings on the final new systems, and provide as-needed maintenance and related services.

b. Background of Current System

The existing San Francisco City Hall audio visual touchpanel and control system was designed and installed in 1998 as part of a comprehensive and fully integrated building wide audio-visual system providing essential support to legislative bodies and the legislative process. A Crestron control and audio-visual presentation system was designed to meet needs and expectations specific to the City of San Francisco legislative process. Extensive design and custom Crestron programming was required, to control Crestron hardware and components as well as equipment from third party vendors. The design requirements were to allow individual users to control specific functions from touchpanels placed at individual seats and to allow users to view a live television broadcast of ongoing meeting proceedings on the touchpanels.

Crestron Series 3500 Color Touch/Video touch panels are integrated in to a Crestron Pro2 network and offer users a variety of control functions as well as incorporating simultaneous live TV broadcast video feeds of the meetings. All current video signals are transmitted to touchpanels as Standard Definition video.

Standard definition video distribution equipment and infrastructure are currently in place in individual room AV closets. However all cameras and video sources have been replaced or upgraded to HD prior to, and independently from, this project and are routed to and through an Evertz routing switcher. To continue functionality in the hearing rooms prior to this touchpanel project upgrade, all video feeds to all existing touchpanels and display sources are currently still utilizing Standard Definition analog video. All standard definition video feeds to touchpanels, from equipment in existing individual room AV Racks located in close proximity to the touchpanels, are to be replaced as part of this RFP. Any Standard definition feeds currently in operation in individual rooms are to be replaced, as part of this project, with HD video feeds.

Current audio feeds to speakers attached to, and controlled from, the existing Crestron touchpanels are to be maintained and incorporated into, or alongside, the new touchpanels in enclosures referred to as audio sidecars. Microphones on the desktops, controlled from the existing Crestron touchpanels are to be maintained and incorporated in audio sidecars or alongside the new touchpanels.

c. Location

Equipment to be upgraded in meeting rooms and audio-visual support rooms located throughout San Francisco City Hall. San Francisco City Hall is a Federally Landmarked Building, and is included on the National Registry of Historic buildings and thereby protected. Landmark status has an effect on installation options and, as specified, installation of additional conduits or exposed cable runs is not possible.

Board of Supervisor's Chamber – Room 250

Used for Board of Supervisors public meetings and Committee meetings. Core components include Crestron Pro2 Series controller, signal processing and distribution equipment, 3 Com Network switches, dedicated local area network and fiber optic connectivity to a remote broadcast facility and to a Peavey Audio Media Matrix Nion Audio system. Equipment racks are located in an anteroom and in room 093.

Board of Supervisor's Committee Room – Room 263

Used for public Committee meetings of the Board of Supervisors. Core components include Crestron Pro2 Series controller, signal processing and distribution equipment, 3 Com Network switches, dedicated local area network and fiber optic connectivity to a remote broadcast facility and to a Peavey Audio Media Matrix Nion Audio system. Equipment racks are located in an anteroom located adjacent to room 250.

City Hall Hearing Rooms - Rooms 400, 406/408, 416

Used for public meetings of City Commissions and agencies, internal meetings and trainings. Core components include Crestron Pro2 Series controller, signal processing and distribution equipment, 3 Com Network switches, dedicated local area network and fiber optic connectivity to a remote broadcast facility and to a Peavey Audio Media Matrix Nion Audio system. Equipment racks are located in an anterooms immediately adjacent to each room. NOTE: Existing Crestron programming for room 408 also controls audio functions for room 406. Room 406 audio controls are tied together through the existing room 408 Peavey Nion audio system. Room 406 local audio control is from a single existing Crestron VT-3500 touchpanel at the clerk's seat. Replacement of the room 406 clerk touchpanel and integration with the Pro 3 system, as specified for room 408, is included within the room 408 scope of work. One (1) of the five (5) specified touchpanels included in the broadcast control room equipment list is to be used for the room 406 touchpanel.

Broadcast Control Room - Room 093

Primary Audio-visual equipment room. Core components include Crestron Pro2 Series system controller, signal processing and distribution equipment, 3 Com Network switches, dedicated local area network and fiber optic connectivity to a remote broadcast facility, and Crestron User ID server. Location of Peavey Audio Media Matrix Nion Audio system.

d. General Requirements

All services must meet or exceed AV industry standards set forth in the ANSI/INFOCOMM 1M-2009, ANSI/INFOCOMM 2M-2010,

ANSI/INFOCOMM 3M-2011 and ANSI/INFOCOMM 10-2013. The Contractor shall provide equipment, materials, labor and services not specifically mentioned or shown here which may nonetheless be necessary to complete or optimize all parts of this installation and in compliance with requirement stated or reasonably inferred by this RFP. The Contractor shall install all equipment, accessories and other materials per the manufacturer's specifications and requirements and in accordance with local, state and federal laws.

The Contractor shall be required to work around ongoing day to day operations of a working and occupied building and around City of San Francisco staff. The Contractor shall create a work schedule around the activities of City government and established operations and activities within San Francisco City Hall.

The Contractor shall assign a primary project manager/lead installer, and name an alternate, to lead the project team who will perform the services described in the scope of work. The primary project manager/lead installer shall remain accessible and remain responsible for all duties.

The Contractor will be responsible for technical training of city staff. Training shall consist of in person training sessions as well as documentation. All documentation provided for end users shall be composed in simple, step by step instructions on how to operate and manipulate the AV system and user interface. Documentation provided to City technical staff shall include wire diagrams, elevation drawings, rack diagrams, equipment manuals and all other documentation/software necessary for operation and maintenance of the AV system. The following format shall be followed: 3 hard copies of built blueprints and 2 DVD copies of as-built blueprints in both CAD and .pdf documentation.

Any proposed device substitutions offered, adhering to specified equipment restrictions, must meet or exceed the specifications of the make or model of the device originally specified.

The Contractor will be required to extract and evaluate all existing Crestron programming and user interface design from existing equipment.

The Contractor may be required to remove and reinstall cables and wiring, (as required) from existing conduits.

e. System Information

1. Contractor will utilize a Crestron Pro3 Control and display network to provide full HD video feeds to new touchpanels and to utilize – or duplicate - the majority of the existing Crestron touchpanel functions, programming and user interface. Existing audio feeds to touchpanels and all control functions are to be maintained and integrated in to the new touchpanel. All functions of the existing Crestron

control system and related databases are to be retained and incorporated. Network switches are to be replaced with Hewlett Packard (HP) switches capable of delivering an encapsulated H.264 multicast video stream, supporting the live distribution of video, audio and control data to all required locations.

2. TOUCHPANELS: Touchpanels and any enclosures are to be no larger than a combined 17 inches across the diagonal. Touchpanels are to be black, freestanding, and – to assist with sightlines - must sit on stand with monitor as close to the desktop surface as possible.

3. CONDUIT/CABLING: No new conduit is available for use or can be installed in the completion of this project. Existing cabling to and from existing touchpanels is either to be re-utilized, or new cables must be pulled using existing conduit.

4. VIDEO: All touchpanels currently incorporate the ability to receive Standard Definition video feeds and allow viewers to choose and view video feeds as a window within a screen containing other av functions, such as microphone on/off, or as a full screen video feed. Standard definition video display to all touchpanels and monitors is to be replaced with 1920/1080p video or higher.

Video distribution is to be upgraded to support HDMI and full 1080p video through an 8x8 matrix frame. An owner provided (OFE) HD video distribution IP decoder will be an added input for the closed caption source for the room. The HDSDI video feed will be the live signal without closed captioning.

Video inputs to be provided for the public laptop are to be HDMI, Display Port, VGA + audio. Existing document camera video feed is to be upgraded with DVI-D through HDMI.

A new source is to be added for Clerk display computer with HDMI input.

The lectern preview monitor in each hearing room is to be upgraded to digital.

5. AUDIO: All desktops currently receive a mixed hearing room audio feed distributed to an audio sidecar containing a microphone with audio speaker. Desktop audio is integrated into, and receiving return audio feeds from a Peavey Nion Audio system controlled through a Crestron Pro2 system, through the touchpanel at that location. All functionality of existing audio system is to be retained.

Existing microphones and speaker stand are tied in to the Crestron VT-3500 touchpanel base. The audio is to be changed to a standalone integrated mic/speaker unit referred to as an audio sidecar. The existing microphones and the Peavey Nion DSP will be re-used. This change to a new mic/speaker stand will use Dante audio to transport to and from the existing analog connections on the existing Peavey Nion audio DSP.

6. CONTROL: All touchpanel functions are currently controlled through a Crestron Pro2 system with custom programming. Each touchpanel has a specific

ID on a Crestron network. The Crestron Pro2 system is to be replaced with a Crestron Pro3 system. Upgrading from a Pro2 to a Pro3 system controller will require a significant software re-write.

7. NETWORK: The existing stand-alone 10/100 LAN is to be upgraded to Gigabit speeds to support the delivery of streaming video. Managed switches will control and route video traffic to rooms while maintaining the control connectivity. All existing switches utilized for AV system, video, audio, control and data distribution are to be replaced with Hewlett Packard equipment. All switches must offer Power over Ethernet (PoE).

All Audio-visual networks are to be stand-alone networks with no direct connection to the internet or any unrelated VLANs. VPN access and connectivity required to evaluate, monitor or aid in the service of equipment shall be incorporated in to the system design, but shall require hard patch connectivity at a single location.

All functions at each desktop are to remain independent of all other users.

8. CRESTRON PROGRAMMING/USER INTERFACE: Existing Crestron programming is highly customized for an installation designed for and fully operational since 1999. Existing controls are through a Crestron Pro2 control network connected through third party network switches. Contractor is to extract all existing files from on-site equipment and incorporate all functionality into a rebuilt Crestron Pro3 Network. Crestron programming touches Crestron touchpanels, processing and distribution equipment, miscellaneous display equipment, video and audio sources, all operational controls on a highly sophisticated Peavey Nion Audio system and a related MS Access database with user ID. Refer to Programming section for more details.

9. USER ID: All individual touchpanels, as part of the Crestron control system programming, are connected to a separate customized access database populated with specific user IDs/login codes. This database and login system, is fully integrated into the Creston Control system and allows each touchpanel to be used by multiple users, to recall user specific information on demand and send preprogrammed prompts and messages via email and phone.

10. USER ID EXAMPLE: When entering a unique user code to log in at a specific touchpanel, a user can press a button on the touchpanel desktop to "call my aide." Programming through the external database will then trigger and send a pre-formatted email to a specific email address assigned to that login code. The database is also programmed to send a pre-recorded phone message to a phone number assigned to that login code. All functions and Crestron integration of this database are to be retained, duplicated, moved to a new computer, provided by contractor and incorporated in to the touchpanel controls. The ability to send text messages to specific numbers is to be added.

11. USER ID DATABASE: Examples of Custom Crestron USER ID Server. Crestron controlled Access database.

12. REMOTE CALL IN: Remote call-in is to be added by contractor to the existing systems. To do so will require extensive new audio hardware and Crestron control programming. The new hardware is required to support audio echo –cancellation. SIP support is offered through new audio DSP hardware or separate 3rd party hardware not directly connecting to the existing audio DSP. The ability to select individual callers is required. This is normally done by a managed phone bridge. The clerk must be able to identify and select callers to speak to the council members, and to re-organize and label callers in the cue. Please note that to talk off-line to the caller(s) on hold in the cue, the clerk will need to utilize a phone headset. Callers in the cue must be able to listen to the ongoing meeting proceedings.

f. Installation

Project installation is to be completed around a specific defined schedule. Equipment installation costs and time, previously specified, may also be requested to be itemized in a total project timeline basis or a room by room installation. Evening and weekend access for installation can be scheduled and utilized if necessary. All wiring required, will be routed through existing conduit, and within existing equipment racks. All wiring must be neatly tied, bundled and individual wires given identifying labels.

g. Commissioning the System

Work on the AV system upgrade shall not be deemed complete until all work has been approved by the City Project Manager. The City Project Manager will review all installation work, operations, system performance and receipt of required documentation and training and create a “punch list” of items that need to be addressed.

Contractor must agree in writing that prior to acceptance of the System, “punch list” items must be completed within 90 business days of commissioning of the system.

h. Equipment Warranty

All manufacturer equipment warranties, and installation guarantees are to commence on the date the system is fully accepted and all items from the “punch list” are completed.

To support the complete AV system, contractor provides a lump sum price to provide corrective maintenance support of not to exceed 100 hours for any technical issues not covered under warranty.

Service shall be provided within 16 hours of the initial service request.

i. Equipment

Crestron equipment, wherever specified, is required. Any equipment substitutions, if applicable, must be Crestron equipment, must be vetted through Crestron Engineers, and supporting documentation from Crestron Engineers, verifying compatibility with all other system components, must be provided. HP Switches are required for all necessary network data distribution.

j. Documentation

The Contractor will be required to provide complete as-built project drawings indicating all conduit, wiring, system schematics are to be provided as 2 hardcopy binders, as electronic files as previously specified and as .pdf files before final payment is made. The following format shall be followed: 3 hard copies of built blueprints and 2 DVD copies of as-built blueprints in both CAD and .pdf documentation.

Files containing all programming, for all equipment, are to be provided on DVD and USB before final payment is made.

k. Support

Equipment software requiring licensing is to be avoided wherever possible. If necessary any equipment or software requiring licenses or scheduled upgrades must be identified, and all requirements specified. City must provide written approval prior to purchase or installation

l. Removal of Existing Equipment that is no longer needed

All unused equipment is to be removed from racks, moved to a local storage location and, after consultation with City Hall Media Services staff, is to be removed by Contractor or set aside for storage at City Hall.

m. Additional Programming Detail

Please see Appendix I for additional programming detail.

2. Detailed Description of Project Tasks

a. Project Task 1: Provide and install new equipment

Contractor will provide the equipment identified in Appendix B-1 and install it at each location.

AUDIO-VISUAL TOUCHPANELS AND RELATED VIDEO & CONTROL PROCESSING AND DISTRIBUTION EQUIPMENT

How things currently are:

All existing Crestron audio-visual touchpanels, in use throughout City Hall hearing rooms, are to be upgraded to display 1080p video resolution or higher, offer a size scalable, live broadcast video feed - with no delay from the SFGov-TV broadcast control room - of the ongoing meeting proceedings, provide for extensive user control of microphones, desktop audio speakers, miscellaneous other functionality and the ability, through integration with a secondary database, for individuals to request to speak via entry of users names into a queueing system, and the ability to summon aides from remote offices.

Existing Crestron Series 3500 Color Touch/Video touch panels offer users a variety of control functions as well as incorporating simultaneous live TV broadcast video feeds of the meetings. All current video signals are transmitted to touchpanels as Standard Definition video. Scalable video windows are integrated into the individual desktop displays in addition to user controlled functions. Desktop panels are to be replaced with Crestron equipment as specified in the attached documents. Crestron display, processing and control equipment is required. PLEASE NOTE: NO ALTERNATE MANUFACTURER VIDEO, CONTROL or NETWORK SYSTEM COMPONENTS WILL BE CONSIDERED.

All existing standard definition video distribution display devices, processing equipment and infrastructure currently in place to individual room AV closets are to be replaced with 1080P or higher capable products.

All existing audio feeds to individual desktop speakers, controlled from the existing Crestron touchpanels are to be maintained and incorporated in to or alongside the new touchpanels. Microphones on the desktops, controlled from the existing Crestron touchpanels, are to be maintained and incorporated in to or alongside the new touchpanels.

AUDIO: All desktops receive a live hearing room audio feed from a Peavey Nion audio system. Mix-minus audio is sent to a speaker integrated into, and controlled from, the touchpanel at that location. All existing audio functionality is to be retained.

CONTROL: All touchpanel functions are controlled through a Crestron Pro2 series controllers and related custom programming. Each touchpanel has a specific ID on a dedicated Crestron Control network. All functions at each desktop are independent of all other users. The meeting clerk in each hearing room has a significantly higher level of control and operational functionality at the clerk desktop touchpanel.

UNIQUE USER ID/ REQUEST TO SPEAK FUNCTION: All individual touchpanels, as part of the Crestron Pro 2 control system are connected to a separate customized database populated with specific user IDs/login codes and controlled by the Crestron Control system. This user database and meeting login system, is fully integrated in to the Creston Control system and allows each touchpanel anywhere on the system in any room, to be used by multiple users, and to recall associated, user specific, information on demand.

USER ID EXAMPLE: When entering a unique user code to log in at a specific touchpanel, user can press a button on the touchpanel desktop to “call my aide.” Programming through the aforementioned external database triggers and sends a pre-formatted email to a specific email address assigned to that particular login code/user ID. The database is also programmed to send a pre-recorded phone message to a phone number assigned to that login code. All functions of this database are to be duplicated, moved to a new computer, and incorporated in to the new Crestron control system and present at individual touchpanels.

What is required:

Integration of, and programming for, additional video/audio inputs and control functionality is required. Exact number to be determined and included in attached system specification documentation. All existing Crestron control system functions are to be retained and/or duplicated and incorporated in to the new touchpanel and control system.

The system shall provide full HD video feeds, including a live, scalable size, video return feed of the meeting broadcast - to new Crestron desktop video touchpanels and to monitors for the attending audience, while utilizing or duplicating the majority of the existing Crestron functions, programming and design of the current user interface. Additional functionality and system input sources are also to be included as specified. All existing audio feeds to touchpanels, desktops, meeting rooms and building broadcast distribution systems are to be retained. All Crestron audio control functions to the existing Peavey Nion audio system are to be maintained and to be fully integrated in to the proposed AV system.

All functions of the existing Crestron control system and related databases are to be retained and incorporated in to the proposed AV system. Of specific note is the replacement of, and reintegration with the Crestron control system, of a secondary quorum file database which contains unique identifiers for all users, committees and committee memberships, thereby allowing for users to enter their assigned user ID on whatever touchpanel they choose for a particular meeting, and be identified and displayed on all panels through a request to speak function. This feature also enables users to summon staff from related individual offices via phone and email.

Touchpanels and any enclosures are to be no larger than a combined 17 inches across the diagonal.

Cabling to and from existing touchpanels is to be re-utilized, or upgraded as needed to meet project requirements, or new cables must be pulled using existing conduit. No new conduit is available for use or can be installed in the completion of this project. Installation of additional surface mounted conduit is not permissible.

All individual desktop touchpanels must incorporate the ability to receive and scale live broadcast video feeds, and allow viewers to choose and view such video feeds as a window within a screen containing other AV functions, such as microphone on/off, request to speak, call my aide, or as a full screen video feed.

Touchpanel programming must include the capability of individual users to capture a frame of the incoming digital video feed, convert the captured frame to a .jpeg (or similar) file and allow users to utilize the touchpanel to re-size and view the .jpeg (or similar) file within the existing video window on the screen.

Programming and related user interface design allowing for additional video and audio sources, is to be included. All required user interfaces and control functionality for any additional specified sources, is to be done by contractor.

INSTALLATION: Project installation will need to be completed around a specified user defined schedule. Liquidated damages will be included in the contract. Evening and weekend access for installation can be arranged with clearance through building security and scheduled and utilized within the project timeframe if necessary. All wiring required to complete the project, will be routed through existing conduit and within existing equipment racks. No new conduit is available for use and surface mounted conduit is not permissible. All wiring must be neatly tied, bundled and individual wires given identifying labels.

WARRANTY AND SUPPORT: Below is a summary of general equipment requirements, specifications and appropriate materials for the installation. An equipment list detailing specific equipment, where required, is included in the attached documentation as Appendix H.

Project pricing is to include a minimum of a one year warranty, for all parts and labor. All Warranties are to begin from the date of the project completion sign off, which demonstrates and indicates complete and satisfactory end to end system integration and operation. Contractor must provide all warranty documents to City prior to installation.

SYSTEM REQUIREMENTS SUMMARY:

•TOUCHSCREEN DETAILS:

SCREEN TYPE/SIZE:

Minimum size 12.0” diagonal

Maximum size 17.0” diagonal.

Crestron touchpanels are required.

PLACEMENT:

Freestanding on desktop.

VIDEO RESOLUTION:

1920/1080p or higher.

VIDEO CONNECTIONS:

Hardwire connectivity required to all system components. Primary delivery of video via Wi-Fi will not be considered.

AUDIO CONNECTIONS:

Hardwire connectivity required to all system components. All existing I/O audio connectivity and control is required.

Primary delivery of audio via Wi-Fi will not be considered.

AUDIO SPEAKER:

Hardwire connectivity required to all system components.

Integrated in to system touchpanel or as part of desktop enclosure.

Delivery of audio to desktop speakers via Wi-Fi will not be considered.

NETWORK:

Hardwire connectivity required to all system components. HP Network Switches are required.

SOFTWARE:

Required systems only. Any additional unused software is to be removed from final system.

USER INTERFACE:

Utilize existing user interface design with additions as required.

SOFTWARE APPS:

Video capture capability with conversion of selected video source to a.jpeg (or similar) image with the ability of user to re-size captured .jpeg image within video window on user desktop touchpanel.

Crestron equipment, wherever specified, is required. Any Crestron equipment substitutions must be Crestron equipment and must be vetted through Crestron Engineers, and supporting documentation from Crestron Engineering verifying compatibility with all other system components must be submitted to the City.

B. Project Task 2: Equipment Programming

- a. Contractor will program all new equipment and software.

b. See Appendix I of the Request for Proposal 95800 for more information.

C. Project Task 3: Integration

a. All New equipment and software must be fully compatible with any unchanged existing equipment and software.

- i. All new equipment, must be compatible with the existing audio system.
- ii. Contractor review and evaluation of current Audio system is required.

D. Project Task 4: Training

a. Contractor is required to have staff on site during first publicly operational date of new AV system.

b. Contractor to provide a total of 16 hours of on- site training to City Media/Security Services operations staff. All formal training is to be conducted on site within 3 weeks. Contractor must also provide documentation consisting of step by step instructions on how to operate and manipulate the AV system and user interface.

c. Training is to include all system operations, and all required system setup and maintenance.

d. Training is to include any and all system access codes, system troubleshooting, how to replace and integrate spare, mission critical, equipment components, how to account for and make temporary programming changes – for daylight savings etc.

E. Project Task 5: Documentation

a. Before final payment is made, Contractor must submit:

i. Documentation provided to City technical staff shall include wire diagrams, elevation drawings, rack diagrams, equipment manuals and all other documentation/software necessary for operation and maintenance of the AV system.

ii. Complete as-built project drawings indicating all equipment installation locations, system wiring, conduit location and routing, composition of contents within conduits and complete system schematics.
•Format: 2 hardcopy binders, as electronic CAD files, and as .pdf files

iii. Files containing all programming for all equipment
• Format: on DVD and USB
• Warranty information for each item.
• Operations manuals for each item.

F. Project Task 6: Maintenance

- a. The Contractor must be able to provide maintenance to the AV System on an as-needed basis
- b. The Contractor must also be able to provide Emergency Maintenance services within 16 hours of a request from the City.
- c. Contractor shall provide corrective maintenance support of not to exceed 100 hours for any technical issues not covered under warranty.

G. Project Task 7: Related Services

- a. Ongoing Audio-Visual support, on an as-needed basis.

3. Phases of Work

The project will entail the upgrade of six (6) rooms inside City Hall and related audio side car packages at each touchpanel location. The upgrades will be carried out in two phases:

Phase 1: Room 250, Room 263, Control Room, and related audio side cars at related touchpanel locations will be completed first, within the time period of July 28, 2017- August 31, 2017.

Phase 2: Room 400, Room 408, Room 416, and related audio side cars at touchpanel locations will be completed after phase 1, at time periods mutually agreed upon in advance and in writing by both the City and Contractor, but no later than September 1 2018. This phase may be split up such that one room is upgraded at a time.

NOTE: Existing Crestron programming for room 408 also controls audio functions for room 406. Room 406 audio controls are tied together through the existing room 408 Peavey Nion audio system. Room 406 local audio control is from a single existing Crestron VT-3500 touchpanel at the clerk's seat. Replacement of the room 406 clerk touchpanel and integration with the Pro 3 system, as specified for room 408, is included within the room 408 scope of work. One (1) of the five (5) specified touchpanels included in the broadcast control room equipment list is to be used for the room 406 touchpanel.

Failure to commission the new system at the end of each specified installation time period will result in the assessment of liquidated damages. All new systems have to be fully integrated with components that are not being replaced, seamlessly retaining all existing control functionality while also adding new capabilities as detailed. The Contractor will have to replace the equipment and software, which will include removing existing equipment and purchasing new equipment, program and seamlessly integrate all required new equipment, software and control programming with already existing equipment and software, train City staff on the new systems, provide documentation and drawings on the final new systems, and provide as-needed maintenance and related services.

4. Department Tasks

The following tasks are to be performed by the City:

1. LAN addressing Coordination
2. SIP Coordination
3. SIP Phone Bridge
4. Provide Contractor with onsite parking for one vehicle

II. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

III. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the Department of Real Estate will be Rohan Lane.

Appendix B Calculation of Charges

As part of Contractor's proposal dated February 9, 2017, Contractor submitted proposed equipment and hourly rates, attached hereto as Appendix B-1 Calculation of Charges Breakdown, for the requested tasks identified in Appendix A, Scope of Services, which are incorporated herein by reference. It is understood by the City that labor costs for Tasks not completed by December 31, 2017 may increase by an amount not to exceed 6% of the proposed hourly rates for each Task, attached hereto as Appendix B-1 Calculation of Charges Breakdown, for the Tasks identified in Appendix A, Scope of Services.

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Payments for Deliverables

Payments for deliverables will be paid on a "not-to-exceed" basis. "Not-to-exceed" means that the Contractor shall perform its obligations under the Agreement for the amounts listed in the Total Costs below even if it is required to expend more than the number of hours listed in Appendix B-1 Calculation of Charges Breakdown.

The Contractor is expected to track actual hours per each deliverable listed in the Total Costs below. Payments for deliverables will be based on actual hours. The Not-To-Exceed Total Price is the maximum amount the City will pay the Contractor for each deliverable. Additional and separate cost reimbursement for expenses will not be provided by the City.

Partial payments will not be made for deliverables that are not approved by the City or that are not deemed completed by the City.

Contractor is receive, inventory, store, safeguard, and test all project equipment at their secure facility until the equipment is installed at City Hall.

Contractor will invoice for approved project equipment on a monthly basis. Invoices for equipment shall be paid upon presentation by Contractor, to the City, of verified receipt of the required and approved equipment. Payments for equipment, under the not to exceed amounts in the Total Costs below, will be made by City to Contractor within 30 days after the City has received and approved Contractor's payment request.

Contractor will invoice Tasks monthly based on a percentage of completion basis, under the not to exceed amounts in the Total Costs below. Payments will be made by City to Contractor within 30 days after the City has received Contractor's payment request, provided that:

1. The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Contractor to the City in accordance with this Agreement;

2. A written status report has been provided to the City by Contractor as part of the Contractor's payment request documenting completion of each task in accordance with Appendix A and associated deliverable/task or activity in accordance with the amounts below for which payment is requested (each status report shall be signed by the Controller's Project Lead indicating his/her agreement with the Contractor's description of completion in the status report);
3. A written summary of the estimated amount of hours per deliverable and the actual amount of hours and actual direct costs per deliverable spent by the Contractor with a summary of subtotals per deliverable and a grand total estimated to actual hours comparison for the Project is provided to the City;
4. Insurance documentation is current in accordance with Article 5 of the Agreement; and

Total Costs

Task/Deliverable	Not to exceed Total Price
Task 1: Equipment Installation	\$129,451.20
Task 2: Programming	\$94,911.72
Task 3. Integration	\$59,257.71
Task 4: Training	\$1,987.68
Task 5: Drawings	\$50,600.00
Task 6: Maintenance (As-needed)	\$12,423.00
Task 7. Related Services (As-needed)	\$33,150.00
Equipment for Room 250	\$146,983.50
Equipment for Room 263	\$42,727.37
Equipment for Control Room	\$26,080.64
Equipment for Room 400	\$62,201.83
Equipment for Room 408	\$46,135.19
Equipment for Room 416	\$54,695.32
Equipment for Room Side Cars	\$98,140.80
Sales Tax on Equipment	\$40,542.00
TOTAL	\$899,287.96

**Appendix B-1
Calculation of Charges Breakdown**

Table 1: Project Tasks

Task	Number of Hours Per Task	Hourly Price	Total Price
1: Equipment Installation	1192	\$108.60	\$129,451.20
2: Programming	764	\$124.23	\$94,911.72
3. Integration	477	\$124.23	\$59,257.71
4: Training	16	\$124.23	\$1,987.68
5: Drawings	460	\$110.00	\$50,600.00
6: Maintenance (As-needed)	100	\$124.23	\$12,423.00
7. Related Services (As-needed)	221	\$150.00	\$33,150.00
Total			\$381,781.31

Appendix B-1
Calculation of Charges Breakdown

Table 2: Equipment for Room 250

Item Number	Manufacturer	Part Number	Description	Quantity	Unit	Unit Price	Extended Price (Quantity x Unit Price)
1	Crestron	Pro 3	System Controller Main	1	ea	\$ 2,888.60	\$ 2,888.60
2	Crestron	TS-1542-TILT-B-S	15in PoE Touchpanel	17	ea	\$ 2,668.40	\$ 45,328.80
4	QSC	Core 110f	SIP Phone Interface	1	ea	\$ 2,559.74	\$ 2,559.74
5	<i>ibid</i>	<i>ibid</i>	Cables and Connectors	1	lot	\$ 938.57	\$ 938.57
6	HP	J9774A	PoE Fiber Box 67W	11	ea	\$ 497.73	\$ 5,475.03
7	<i>ibid</i>	<i>ibid</i>	Fiber Gbic MM	34	ea	\$ 120.00	\$ 4,284.00
8	HP	J9573A	24 port PoE Switches	2	ea	\$ 1,777.60	\$ 3,555.20
9	HP	J9584A	16 Port Fiber Sw	1	ea	\$ 6,048.11	\$ 6,048.11
10	<i>ibid</i>	<i>ibid</i>	Fiber Jumpers MM	34	ea	\$ 34.13	\$ 1,160.42
11	<i>ibid</i>	<i>ibid</i>	CAT6 Jumpers	70	ea	\$ 17.00	\$ 1,194.20
12	<i>ibid</i>	<i>ibid</i>	24VDC Power Supply 2A	11	ea	\$ 62.57	\$ 688.27
13	HP	JL075A	16 Port 10G Core Fiber Sw	1	ea	\$ 13,465.68	\$ 13,465.68
14	HP	J9153A	GBIC+ 10G SM Fiber Interface	14	ea	\$ 3,128.58	\$ 43,800.12
15	Crestron	MD-MD8X8	DM 8x8 Matrix Frame	1	ea	\$ 2,388.65	\$ 2,388.65
16	Crestron	DMC-4K-C	HDBaseT 4K RX Card	2	ea	\$ 611.05	\$ 1,222.10
17	Crestron	DMC-4K-HD	4K HDMI Input Card	1	ea	\$ 444.40	\$ 444.40
18	Crestron	DMC-SDI	HDSDI Input Card	1	ea	\$ 666.60	\$ 666.60
19	Crestron	DMC-4K-CO-HD	DM 4K Output Card	2	ea	\$ 722.15	\$ 1,444.30
20	Crestron	DMC-4K-HDO	2ch 4K HDMI Output Card	2	ea	\$ 999.90	\$ 1,999.80
21	Crestron	DMC-STRO	2ch Streaming Output Card	1	ea	\$ 1,666.50	\$ 1,666.50
22	Crestron	DM-TX-4K-100-C-1G-B-T	Wall Plate 1G HDMI DM TX	2	ea	\$ 388.85	\$ 777.70
23	Crestron	DM-TX-401-C	DM 4 Input TX	1	ea	\$ 1,111.00	\$ 1,111.00
24	Crestron	DM-RMC-4K-SCALER-C	4K DM RX Scaler	3	ea	\$ 999.00	\$ 2,999.70
25	Crestron	CNL-HD-6	HDMI Cable 6'	10	ea	\$ 27.78	\$ 277.80
26	<i>ibid</i>	<i>ibid</i>	Fiber jumpers	1	ea	\$ 68.00	\$ 68.00
27	<i>ibid</i>	custom	Serial jumper DB9 6ft	2	ea	\$ 8.53	\$ 17.06
28	liberty	<i>ibid</i>	DM Cable	1	lot	\$ 455.07	\$ 455.07
29	EZ	<i>ibid</i>	DM STP RJ-45 CAT5E	16	ea	\$ 3.63	\$ 58.08
Total							\$146,983.50

*Please note, "ibid" stands for "to be determined" and where "ibid" is specified, Contractor is allowed to propose any brand/manufacturer

*Please note, Contractor must provide Crestron equipment where Crestron is specified. If Contractor wishes to substitute the requested Crestron equipment with a different Crestron equipment, Contractor must provide City documentation from Crestron Engineering verifying its compatibility with all other system components

**Appendix B-1
Calculation of Charges Breakdown**

Table 3: Equipment for Room 263

Item Number	Manufacturer	Part Number	Description	Quantity	Unit	Unit Price	Extended Price (Quantity x Unit Price)
1	Crestron	Pro3	System Controller Main	1	ea	\$ 2,888.60	\$ 2,888.60
2	Crestron	TS-1542-TILT-B-S	15in PoE Touchpanel	7	ea	\$ 2,666.40	\$ 18,664.80
4	QSC	Core 110f	SIP Phone Interface	1	ea	\$ 2,559.74	\$ 2,559.74
5	<i>ibid</i>	<i>ibid</i>	Cables and Connectors	1	lot	\$ 938.57	\$ 938.57
6	<i>ibid</i>	<i>ibid</i>	Fiber Gbic MM	4	ea	\$ 126.00	\$ 504.00
7	HP	J9573A	24 port PoE Switches	1	ea	\$ 1,777.60	\$ 1,777.60
8	<i>ibid</i>	<i>ibid</i>	Fiber Jumpers MM	4	ea	\$ 34.13	\$ 136.52
9	<i>ibid</i>	<i>ibid</i>	CAT6 Jumpers	12	ea	\$ 17.06	\$ 204.72
10	Crestron	MD-MD8X8	DM 8x8 Matrix Frame	1	ea	\$ 2,388.65	\$ 2,388.65
11	Crestron	DMC-4K-C	HDBaseT 4K RX Card	2	ea	\$ 611.05	\$ 1,222.10
12	Crestron	DMC-4K-HD	4K HDMI Input Card	1	ea	\$ 444.40	\$ 444.40
13	Crestron	DMC-SDI	HDSDI Input Card	1	ea	\$ 666.60	\$ 666.60
14	Crestron	DMC-4K-CO-HD	DM 4K Output Card	2	ea	\$ 722.15	\$ 1,444.30
15	Crestron	DMC-4K-HDO	2ch 4K HDMI Output Card	2	ea	\$ 999.90	\$ 1,999.80
16	Crestron	DMC-STRO	2ch Streaming Output Card	1	ea	\$ 1,666.50	\$ 1,666.50
17	Crestron	DM-TX-4K-100-C-IG-B-T	Wall Plate 1G HDMI DM TX	2	ea	\$ 388.85	\$ 777.70
18	Crestron	DM-TX-401-C	DM 4 Input TX	1	ea	\$ 1,111.00	\$ 1,111.00
19	Crestron	DM-RMC-4K-SCALER-C	4K DM RX Scaler	3	ea	\$ 999.90	\$ 2,999.70
20	Crestron	CNL-HD-6	HDMI Cable 6'	10	ea	\$ 27.76	\$ 277.80
21	<i>ibid</i>	<i>ibid</i>	Fiber Jumpers	1	ea	\$ 47.00	\$ 47.00
22	<i>ibid</i>	Custom	Serial Jumper DB9 6ft.	2	ea	\$ 3.63	\$ 7.26
						Total	\$42,727.37

*Please note, "ibid" stands for "to be determined" and where "ibid" is specified, Contractor is allowed to propose any brand/manufacturer

*Please note, Contractor must provide Crestron equipment where Crestron is specified. If Contractor wishes to substitute the requested Crestron equipment with a different Crestron equipment, Contractor must provide City documentation from Crestron Engineering verifying its compatibility with all other system components

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Calculation of Charges Breakdown

Table 4: Equipment for Room 400

Item Number	Manufacturer	Part Number	Description	Quantity	Unit	Unit Price	Extended Price (Quantity x Unit Price)
1	Crestron	Pro3	System Controller Main	1	ea	\$ 2,868.60	\$ 2,868.60
2	Crestron	TS-1542-TLT-B-S	15inPoE Touchpanel	14	ea	\$ 2,668.40	\$ 37,329.60
4	QSC	Core 110f	SIP Phone Interface	1	ea	\$ 2,559.74	\$ 2,559.74
5	<i>tbd</i>	<i>tbd</i>	Cables and Connectors	1	lot	\$ 1,650.00	\$ 1,650.00
6	<i>tbd</i>	<i>tbd</i>	Fiber Gbic MM	4	ea	\$ 128.00	\$ 504.00
7	HP	J9573A	24 port PoE Switches	1	ea	\$ 1,777.60	\$ 1,777.60
8	<i>tbd</i>	<i>tbd</i>	Fiber Jumpers MM	4	ea	\$ 34.13	\$ 136.52
9	<i>tbd</i>	<i>tbd</i>	CAT6 Jumpers	16	ea	\$ 17.00	\$ 272.00
10	Crestron	MD-MD8X8	DM 8x8 Matrix Frame	1	ea	\$ 2,388.65	\$ 2,388.65
11	Crestron	DMC-4K-C	HDBaseT 4K RX Card	2	ea	\$ 611.05	\$ 1,222.10
12	Crestron	DMC-4K-HD	4K HDMI Input Card	1	ea	\$ 444.40	\$ 444.40
13	Crestron	DMC-SDI	HDSDI Input Card	1	ea	\$ 666.60	\$ 666.60
14	Crestron	DMC-4K-CO-HD	DM 4K Output Card	2	ea	\$ 722.15	\$ 1,444.30
15	Crestron	DMC-4K-HDO	2ch 4K HDMI Output Card	2	ea	\$ 999.90	\$ 1,999.80
16	Crestron	DMC-STRO	2ch Streaming Output Card	1	ea	\$ 1,666.50	\$ 1,666.50
17	Crestron	DM-TX-4K-100-C-1G-B-T	Wall Plate 1G HDMI DM TX	2	ea	\$ 388.85	\$ 777.70
18	Crestron	DM-TX-401-C	DM 4 Input TX	1	ea	\$ 1,111.00	\$ 1,111.00
19	Crestron	DM-RMC-4K-SCALER-C	4K DM RX Scaler	3	ea	\$ 699.90	\$ 2,099.70
20	Crestron	CNL-HD-6	HDMI Cable 6'	10	ea	\$ 27.78	\$ 277.80
21	<i>tbd</i>	<i>tbd</i>	Fiber Jumpers	1	ea	\$ 77.00	\$ 77.00
22	<i>tbd</i>	Custom	Serial Jumper DB9 6ft	2	ea	\$ 3.63	\$ 7.26
Total							\$62,201.83

*Please note, "tbd" stands for "to be determined" and where "tbd" is specified, Contractor is allowed to propose any brand/manufacturer

*Please note, Contractor must provide Crestron equipment where Crestron is specified. If Contractor wishes to substitute the requested Crestron equipment with a different Crestron equipment, Contractor must provide City documentation from Crestron Engineering verifying its compatibility with all other system components

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Calculation of Charges Breakdown

Table 5: Equipment for Room 408

Item Number	Manufacturer	Part Number	Description	Quantity	Unit	Unit Price	Extended Price (Quantity x Unit Price)
1	Crestron	Pro3	System Controller Main	1	ea	\$ 2,868.60	\$ 2,868.60
2	Crestron	TS-1542-TILT-B-S	15in PoE Touchpanel	8	ea	\$ 2,666.40	\$ 21,331.20
4	QSC	Core 110f	SIP Phone Interface	1	ea	\$ 2,559.74	\$ 2,559.74
5	<i>ibd</i>	<i>ibd</i>	Cables and Connectors	1	lot	\$ 1,650.00	\$ 1,650.00
6	<i>ibd</i>	<i>ibd</i>	Fiber Gbic MM	4	ea	\$ 128.00	\$ 504.00
7	HP	J9573A	24 port PoE Switches	1	ea	\$ 1,777.60	\$ 1,777.60
8	<i>ibd</i>	<i>ibd</i>	Fiber Jumpers MM	4	ea	\$ 34.13	\$ 136.52
9	<i>ibd</i>	<i>ibd</i>	CAT6 Jumpers	12	ea	\$ 17.06	\$ 204.72
10	Crestron	MD-MD8X8	DM 8x8 Matrix Frame	1	ea	\$ 2,388.05	\$ 2,388.05
11	Crestron	DMC-4K-C	HDBaseT 4K RX Card	2	ea	\$ 611.05	\$ 1,222.10
12	Crestron	DMC-4K-HD	4K HDMI Input Card	1	ea	\$ 444.40	\$ 444.40
13	Crestron	DMC-SDI	HDSDI Input Card	1	ea	\$ 606.00	\$ 606.00
14	Crestron	DMC-4K-CO-HD	DM 4K Output Card	2	ea	\$ 722.15	\$ 1,444.30
15	Crestron	DMC-4K-HDO	2ch 4K HDMI Output Card	2	ea	\$ 999.90	\$ 1,999.80
16	Crestron	DMC-STRO	2ch Streaming Output Card	1	ea	\$ 1,668.50	\$ 1,668.50
17	Crestron	DM-TX-4K-100-C-1G-B-T	Wall Plate 1G HDMI DM TX	2	ea	\$ 388.85	\$ 777.70
18	Crestron	DM-TX-401-C	DM 4 Input TX	1	ea	\$ 1,111.00	\$ 1,111.00
19	Crestron	DM-RMC-4K-SCALER-C	4K DM RX Scaler	3	ea	\$ 999.90	\$ 2,999.70
20	Crestron	CNL-HD-6	HDMI Cable 6'	10	ea	\$ 27.78	\$ 277.80
21	<i>ibd</i>	<i>ibd</i>	Fiber Jumpers	1	ea	\$ 77.00	\$ 77.00
22	<i>ibd</i>	Custom	Serial Jumper DB9 6ft	2	ea	\$ 3.83	\$ 7.26
Total							\$46,135.19

*Please note, "ibd" stands for "to be determined" and where "ibd" is specified, Contractor is allowed to propose any brand/manufacturer

*Please note, Contractor must provide Crestron equipment where Crestron is specified. If Contractor wishes to substitute the requested Crestron equipment with a different Crestron equipment, Contractor must provide City documentation from Crestron Engineering verifying its compatibility with all other system components

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Calculation of Charges Breakdown

Table 6: Equipment for Room 416

Item Number	Manufacturer	Part Number	Description	Quantity	Unit	Unit Price	Extended Price (Quantity x Unit Price)
1	Crestron	Pro3	System Controller Main	1	ea	\$ 2,888.60	\$ 2,888.60
2	Crestron	TS-1542-TILT-B-S	15in PoE Touchpanel	12	ea	\$ 2,666.40	\$ 31,996.80
4	QSC	Core 110f	SIP Phone Interface	1	ea	\$ 2,559.74	\$ 2,559.74
5	<i>tbd</i>	<i>tbd</i>	Cables and Connectors	1	lot	\$ 938.57	\$ 938.57
6	<i>tbd</i>	<i>tbd</i>	Fiber Gbic MM	4	ea	\$ 120.00	\$ 504.00
7	HP	J9573A	24 port PoE Switches	1	ea	\$ 1,777.60	\$ 1,777.60
8	<i>tbd</i>	<i>tbd</i>	Fiber Jumpers MM	4	ea	\$ 34.13	\$ 136.52
9	<i>tbd</i>	<i>tbd</i>	CAT6 Jumpers	16	ea	\$ 17.05	\$ 272.96
10	Crestron	MD-MD8X8	DM 8x8 Matrix Frame	1	ea	\$ 2,388.65	\$ 2,388.65
11	Crestron	DMC-4K-C	HDBaseT 4K RX Card	2	ea	\$ 611.05	\$ 1,222.10
12	Crestron	DMC-4K-HD	4K HDMI Input Card	1	ea	\$ 444.40	\$ 444.40
13	Crestron	DMC-SDI	HDSDI Input Card	1	ea	\$ 666.60	\$ 666.60
14	Crestron	DMC-4K-CO-HD	DM 4K Output Card	2	ea	\$ 722.16	\$ 1,444.30
15	Crestron	DMC-4K-HDO	2ch 4K HDMI Output Card	1	ea	\$ 999.90	\$ 999.90
16	Crestron	DMC-STRO	2ch Streaming Output Card	1	ea	\$ 1,666.50	\$ 1,666.50
17	Crestron	DM-TX-4K-100-C-1G-B-T	Wall Plate 1G HDMI DM TX	1	ea	\$ 388.65	\$ 388.65
18	Crestron	DM-TX-401-C	DM 4 Input TX	1	ea	\$ 1,111.00	\$ 1,111.00
19	Crestron	DM-RMC-4K-SCALER-C	4K DM RX Scaler	3	ea	\$ 999.90	\$ 2,999.70
20	Crestron	CNL-HD-6	HDMI Cable 6'	7	ea	\$ 27.78	\$ 194.46
21	<i>tbd</i>	<i>tbd</i>	Fiber Jumpers	1	ea	\$ 77.00	\$ 77.00
22	<i>tbd</i>	custom	Serial Jumper DB9 6ft	2	ea	\$ 8.53	\$ 17.06
Total							\$54,695.32

*Please note, "tbd" stands for "to be determined" and where "tbd" is specified, Contractor is allowed to propose any brand/manufacture

*Please note, Contractor must provide Crestron equipment where Crestron is specified. If Contractor wishes to substitute the requested Crestron equipment with a different Crestron equipment, Contractor must provide City documentation from Crestron Engineering verifying its compatibility with all other system components

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Calculation of Charges Breakdown

Table 7: Equipment for Broadcast Control Room

Item Number	Manufacturer	Part Number	Description	Quantity	Unit	Unit Price	Extended Price (Quantity x Unit Price)
1	Crestron	Pro3	System Controller Main	3	ea	\$ 2,888.60	\$ 8,665.80
2	Crestron	TS-1542-TILT-B-S	15in PoE Touchpanel	5	ea	\$ 2,666.40	\$ 13,332.00
4	<i>tbd</i>	<i>tbd</i>	Cables and Connectors	1	lot	\$ 1,460.00	\$ 1,460.00
5	<i>tbd</i>	<i>tbd</i>	Fiber Gbic MM	4	ea	\$ 126.00	\$ 504.00
6	HP	J9573A	24 port PoE Switch	1	ea	\$ 1,777.60	\$ 1,777.60
7	<i>tbd</i>	<i>tbd</i>	Fiber Jumpers MM	4	ea	\$ 34.13	\$ 136.52
8	<i>tbd</i>	<i>tbd</i>	CAT6 Jumpers	12	ea	\$ 17.06	\$ 204.72
9	<i>tbd</i>	<i>tbd</i>	Crestron User ID Server	1	ea	incl	incl
						Total	\$26,080.64

*Please note, "tbd" stands for "to be determined" and where "tbd" is specified, Contractor is allowed to propose any brand/manufacturer

*Please note, Contractor must provide Crestron equipment where Crestron is specified. If Contractor wishes to substitute the requested Crestron equipment with a different Crestron equipment, Contractor must provide City documentation from Crestron Engineering verifying its compatibility with all other system components

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Calculation of Charges Breakdown

Table 8: Equipment for Audio Sidecars

Item Number	Manufacturer	Part Number	Description	Quantity	Unit	Unit Price	Extended Price (Quantity x Unit Price)
	<i>td</i>	Custom	Microphone Speaker Pods	58	ea	\$ 480.00	\$ 26,680.00
1	<i>td</i>	<i>td</i>	Various Cables	58	ea	\$ 25.00	\$ 1,450.00
2	Atterotech	unDIO2x2	PoE Dante Interface 2x2	58	ea	\$ 618.60	\$ 35,878.80
4	<i>td</i>	<i>td</i>	Small Audio Amp	58	ea	\$ 154.00	\$ 8,932.00
5	Symetrix	Prism 116	16x16 Dante Interface	7	ea	\$ 3,600.00	\$ 25,200.00
Total							\$98,140.80

*Please note, "td" stands for "to be determined" and where "td" is specified, Contractor is allowed to propose any brand/manufacturer

*Please note, Contractor must provide Crestron equipment where Crestron is specified. If Contractor wishes to substitute the requested Crestron equipment with a different Crestron equipment, Contractor must provide City documentation from Crestron Engineering verifying its compatibility with all other system components

