

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
AVI-SPL, INC.**

THIS AGREEMENT for services for an Audiovisual Technology Enhancement to the City Council Chamber is made by and between the City of San Leandro ("City") and Signal Perfection, Ltd. ("Contractor") (together sometimes referred to as the "Parties") as of June 18, 2013 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end no later than 6 months after the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$391,546.14, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall

submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed \$ N/A. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination plus reimbursement for any third party cancellations\restocking fees should termination be for convenience. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 **Liquidated Damages.** Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

City shall furnish physical facilities such as the City Council Chamber, Sister Cities Gallery, Control Room, parking and any other space necessary for the Contractor to accomplish the tasks identified in Exhibit A. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City and will be available for the time necessary to accomplish the tasks identified in Exhibit A. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to long-distance telephone or other communication charges, vehicles, and reproduction facilities.

- 3.1 **Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED

SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

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

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 **All Policies Requirements.**

4.3.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.3.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.3.3 **Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- 4.3.4 **Wasting Policies.** No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).
- 4.3.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the City.
- 4.3.6 **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Contractor’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor’s obligation to defend and indemnify shall not be excused because of the Contractor’s inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination plus reimbursement for third party cancellation/restocking fees; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no

obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies after giving Contractor three (3) business days written notice and Contractor's subsequent failure to cure the default shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
 - 8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described

above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

- 10.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 **Contract Administration.** This Agreement shall be administered by Michael Hamer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.9 **Notices.** Any written notice to Contractor shall be sent to:

Signal Perfection, Ltd.
5880 West Las Positas Blvd
Suite 39
Pleasanton, CA 94588

Any written notice to City shall be sent to:

City of San Leandro
Information Technology
c/o Michael Hamer
835 East 14th Street
San Leandro, CA 94577

With a copy to:

City of San Leandro

Department of Finance
c/o Purchasing Agent
835 East 14th Street
San Leandro, CA 94577

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	California Labor Code Section 1720 Information

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Certification per Iran Contracting Act of 2010. In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

CONTRACTOR

Chris Zapata, City Manager

Doug Dodge, General Manager of Northern California

Attest:

Marian Handa, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

1957063.1

EXHIBIT A

SCOPE OF SERVICES

See attached document "Exhibit A -- AVI-SPL Bid for RFP #52593 with equipment list rev 6-4-13.pdf"

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

No hourly rates (Section 2.5) or reimbursable charges (Section 2.6) are stated in Exhibit A.

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

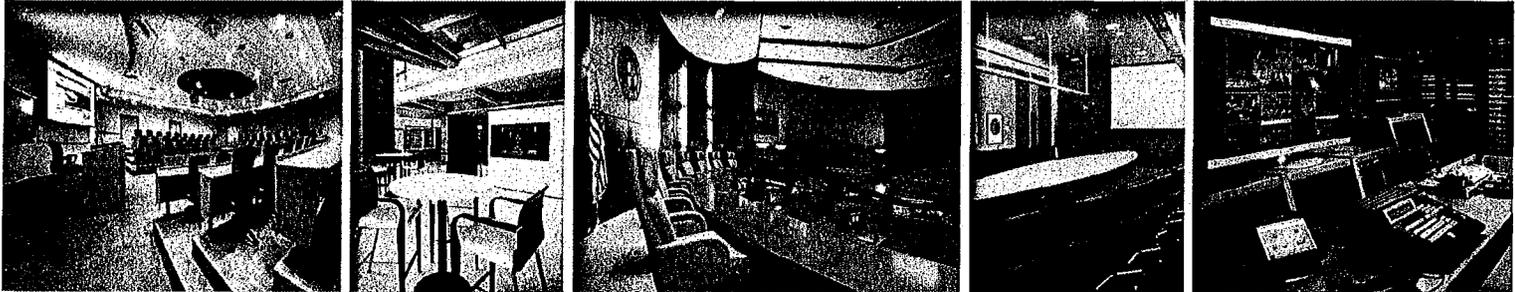
The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the

Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

AVI  **SPL**®

Innovative Audio Video Communications Made Simple.™



AUDIO-VISUAL SYSTEMS INTEGRATOR

CITY OF SAN LEANDRO

BID RESPONSE TO RFP#52593

Don Brockman, Purchasing Agent
City of San Leandro, City Hall
835 East 14th St.
San Leandro, CA 94577

AVI-SPL, INC.

5880 WEST LAS POSITAS BLVD. STE #39
PLEASANTON, CA 94588
TEL: 925.404.0440
FAX: 925.-551-7630
WWW.AVISPL.COM

Dear Don Brockman,

SPL Integrated Solutions, (SPL), a wholly owned subsidiary of AVI-SPL, is pleased to have the opportunity to provide this bid submittal for the RFP for the City Council Chambers audio-visual systems project located in San Leandro.

We have reviewed the project documents thoroughly and have included the specified project totals and reference lists.

SPL's local support for this project will be through our Bay Area team based in Pleasanton, California.

As the enclosed information will demonstrate, SPL is one of the nation's leading AV systems integration firms. The recommended audiovisual systems submitted in this document are well within the scope of AV integration SPL can provide. If we are awarded the project, our technical services group will work to integrate seamlessly with other members of the project team, as well as meet the timelines established to deliver fully functional and user-friendly integrated systems.

At SPL we work we value the need to exceed our client's expectations. I hope we will have an opportunity to demonstrate our work ethic and professionalism by working with you on this project.

Please feel free to call me directly with any questions.

Sincerely,



Barbara Stuller

Sales Executive

AVI-SPL

5880 West Las Positas Blvd | Suite # 39 | Pleasanton, CA 94588

p: 925-963-4578 | f: 925-551-7630 | e: barbara.stuller@avispl.com

www.avispl.com

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3.4. STATEMENT OF COMPLIANCE

AVI-SPL complies with the with required specifications and terms and conditions as detailed in the RFP, however we reserve the right to negotiate the final solution based on mutual agreement in scope as dictated by client’s budget or any new circumstances, and terms and conditions that do not comply with company standards.

3.5.3. PROPOSAL SCOPE

City of San Leandro Council Chambers Audio Visual System

General Objectives:

- 1) Provide facility for producing a professional looking and sounding video representation of City Council or other groups meeting held within this space. Allow for delivery of the programming to outside service providers including Comcast, AT & T and integrate with Granicus to provide an online video resource for the Citizens of San Leandro and other interested parties.

Qualifications

2) Provide an improved experience for Council Members and attendees of meetings held in this chamber by greatly improved sound coverage and speech intelligibility; easy presentation and viewing of computer graphics, recorded media, paper documents and objects using a new Digital Media display system. Provide new technology methods of current processes such as replacing existing voting system buttons and display board with a touch screen voting and speaker queue system that displays results on the video displays within and outside the chamber as desired.

3) Provide a "video overflow" capability to the lobby at the back of the chamber as well as the Sister Cities room.

Council Chamber specific improvements:

Dais

Each station will receive a ten inch touch screen for voting and speaker queue (request to speak) functions. The Mayors screen will display the speaking order and have a "next speaker function". Every other station will receive a nineteen inch video display for viewing laptop presentations, document camera or other signal sources in great detail. This is far more cost effective than provide each member with one large "does it all" touch screen. Each station at the dais, podium, staff tables and clerk table will receive a new microphone/speaker station. The plate and speaker will be let into the countertops so all that is above the countertop is the high quality goose neck microphone with a halo light to indicate on/off status. The speaker will be below the countertop and sound will emanate from louvers in each plate. The audio from each plate will be a true "Mix-Minus" - in other words all the microphones except the one at that specific location will be heard at that station. This greatly reduces the risk of audio feed back or "ringing". The dais will also receive 3 computer display input ports- two on the backslash distributed among the council seats and one near the Mayor/City Manager end of the dais.

Clerk Table

The clerk location will receive a ten inch touch panel for Audio Visual system and room control as well as a monitor for video display. The A/V touch panel will also control the speaker timer functions. The clerk will also receive a new mic/speaker station similar to the units at the dais.

Staff Tables

Staff tables will receive 2 new mic/speaker stations each as well as one video display monitor each.

Podium

The podium location will receive a video monitor, speaker timer lights and clock, and a "target" panel for use with the overhead, high resolution ceiling mounted document camera. It will also receive a mic/speaker station with a longer gooseneck microphone to address the fact that the speaker will be standing.

Chamber Space

All of the existing ceiling speakers will be replaced with high quality Tannoy full range speakers to provide much improved coverage, fidelity and intelligibility. The center speaker will be removed since it's function will be replaced by speakers at each microphone. There will be two separate stereo program speakers in the wall behind and above the Mayor and City Manager location for the purpose of reproducing media from laptops or disks such as programming with musical content. The audio system will be equipped to handle audio conferencing in the

Qualifications

chamber. There will be two wireless microphone systems each with a handheld and a lavalier microphone (only two wireless mics can be used on one time).

The existing projection screen will be reused and adjusted to work with the new high brightness Panasonic Digital projector that will be mounted in a hidden motorized lift in the chamber ceiling. It will display the same image as the monitors or optionally it could be programmed in the future to show a secondary image such as the far end of a video conference. Two new 42" video displays will be mounted on the chamber side walls just ahead of the side door to provide enhanced viewing for people seated in the audience area.

A new full size equipment rack will replace the current rack in closet off the chamber. It will be located in approximately the same place but will be about 5 feet tall. It will have no user function so it will have locking doors front and rear.

Chamber Lobby (Trophy Room)

This space will receive a new 42" display on the west wall center to display the council chamber programming. Audio for this function will come from a pair of new Tannoy ceiling speakers. When not in use for meetings in the chamber, a plate will be added to the wall below the display to allow laptops both VGA and HDMI as well as any other HDMI device to be displayed. This could be used for a break out group meeting or perhaps a digital signage display that could be seen as people are coming into the chambers,

Sister Cities Room

A video overflow capability will be provided by a 42" display mounted on a very stable heavy duty yet attractive cart. The shelves and niches on this cart will support a future portable video conference system. Audio for meeting will be heard on replacement overhead speakers and volume will be controlled on a new volume control similar to the existing unit. There will be wall jacks to connect the cart and display on the North wall.

Broadcast

In the chamber, four new Sony High Definition Cameras will be mounted on the walls- one in the back, two on the East Wall and one behind and above the Mayor. These cameras will feed into the new broadcast control room. New operator furniture will be provided in the form of a corner desk, an equipment table and two under table racks that in addition to the broadcast equipment will have storage drawers for the chamber wireless mics.

The corner desk will house the control panel for the Broadcast Pix MICA High Definition Video Production Switcher control panel, keyboard, camera controls and audio monitor speakers. The switcher also performs the functions of a character generator- lowline graphics for example showing the name of the body meeting, the agenda item and even a time of day display. On the wall behind the corner desk will be a 42" display which is for the multi viewer part of the production switcher. On this display, the operator will see preview windows of all the program sources- the cameras, media sources source as the laptops, graphics such as the city logo, and titles and CG. In addition there is a Program window to see what is currently going out and a Preview window showing the next source selected. On the table next to the corner desk is the necessary video waveform monitor to confirm that the program stream is "legal" for broadcast. Also on that table is an LED audio meter which is a confirmation to the operator that audio levels are proper for broadcast. The operator also has an AV control touch panel that is a duplicate of the Clerk panel. This will allow the Video operator to make audio level adjustments that only affect the broadcast (not the chamber). Of course the video operator can also adjust things in the chamber such as

Qualifications

focusing the document camera if needed or even assist the clerk remotely if the clerk is otherwise occupied. The Granicus server will be mounted in one of the under table racks so only a data connection will be needed to the server room upstairs.

Per Addendum 2, AVI-SPL has not included provision of electrical power for AV equipment, provision of conduit/raceway for AV cabling, or installation of the lighting fixtures.

This of course is a lot of information to be digested; we would be happy to answer questions if desired.

3.6.5. REFERENCES

1. City of Martinez – Kathy DeVries, 925-372-3535, kdevires@cityofmartinez.org
2. UC Merced - Christopher Volkerts – 559-313-7419, cvolkerts@ucmerced.edu
3. Foothill-DeAnza CCD – Bill Matsumoto – 650-949-6118, matsumotobill@fhda.edu

3.10.3 ASSIGNMENT & SUBCONTRACTING

AVI-SPL plans to utilize the following subcontractors on this project:

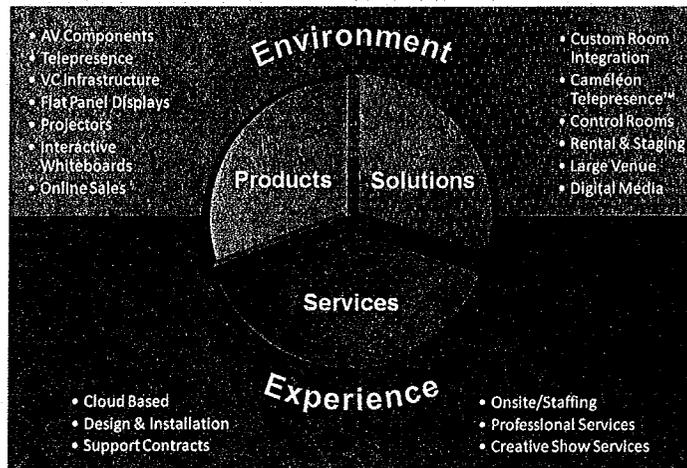
Design & Engineering: Dan Koepke, Media Support Associates
Onsite Integration labor: BT&S

4.1.1. CORPORATE OVERVIEW

AVI-SPL is the largest global integrator for audio video systems and services. It is the result of the merger between Audio Visual Innovations (AVI) and Signal Perfection Ltd. (SPL) in 2008. The merger was supported by equity financing from Silver Lake Sumeru, the middle-market group of Silver Lake, the leading investment firm focused on technology-driven growth industries. The merger between AVI and SPL unites two companies with strong reputations for delivering unsurpassed presentation and collaboration solutions. Collectively, AVI and SPL have completed more than 20,000 projects for an array of clients. For **more than 30 years**, AVI and SPL have focused on excellence by highlighting the importance of positive customer relationships, highly trained sales and marketing, technical, and operations teams; and a diverse offering of the industry's leading product lines.

Headquartered in Tampa, Florida, **AVI-SPL has over 35 offices throughout the United States and Canada** as well as international locations in England, Mexico and Dubai. This provides full service AV and Video collaboration support with the broadest national footprint and global in country delivery model.

AVI-SPL is recognized as an innovative leader in the collaboration and AV industry. Our core value lies in a depth of well-blended expertise, which includes a genuine passion for working with the industry's most advanced collaboration and audiovisual technologies. Our goal is making complex, advanced audio video communications solutions easy to use and effective for our clients. With more than 30 years in the industry, AVI-SPL provides a solid tradition of providing complete audio video technology, collaboration and presentation solutions.



Today, our diverse portfolio features extensive solutions in the corporate, education and government sectors, including Fortune 500/Global 1000 boardrooms, military base operation centers and higher education campuses. We've steadfastly collaborated with architects, designers and end users, leading to the creation of collaborative environments to deliver exceptional experiences worldwide.

AVI-SPL's unmatched level of expertise includes a partnership with more than 700 of the industry's top manufacturers, a wide depth of highly-skilled and certified technicians, and the reliability of comprehensive support. Through a global network of offices and more than 1,800 employees, AVI-SPL's strong tradition of delivering valuable collaborative solutions continues.

AVI-SPL Headquarters
 6301 Benjamin Road, Suite 101
 Tampa, FL 33634
 Phone: (813) 884-7168 / Fax: (813) 882-9508
www.avispl.com

KEY CLIENT LIST

At AVI-SPL, we strongly value our ability to deliver a wide range of audio video services. From classrooms to boardrooms, to stadiums and government facilities, we comprehensively provide tailored systems integration solutions, equipment sales and services. Please see below for a brief listing of our clients, arranged by the primary vertical market.

Corporate:

Bowman and Brooke Law Firm	IBM Intermedia/Worldcom	Ring Power
General Mills	Microsoft	Vistakon Vision Care Institute
Harbor Distributing	Raymond James	

Education:

Atlantic Technical Center	Florida State University	University of California Berkeley
Bowie State University	Hillsborough Community College	University of California-Merced
Flagler College	Indian River Community College	University of Florida

Government:

Centers for Disease Control	Langley Air Force Base	Texas Department of Public Safety
Defense Threat Reduction Agency	NYC Office of Emergency Management	The Pentagon
Department of Veterans Affairs		U.S. Central Command

Qualifications

U.S. Naval Academy

Healthcare:

American Academy of Pediatrics

H. Lee Moffitt Cancer Center

National Institute of Health

American Red Cross

Medical City Hospital

Nova Psychology

Baylor Heart and Vascular Institute

National Cancer Institute

Shriners Hospital for Children

Hospitality/Entertainment:

Gaylord Entertainment

Miller Park

Salvador Dali Museum

Lambeau Field

Oriole Park at Camden Yards

Soldier Field

Madison Square Garden

Pepin Distributing Company

Stations Casino

House of Worship:

Brooklyn Tabernacle

First United Methodist Church of
Plano

Madison Park Church of God

Desert View Bible Church

Grace Church

Potter's House

First Baptist Church of
Hendersonville

Ingleside Baptist Church

Sacred Heart Catholic Church

4.1.2. YEARS IN BUSINESS

- Audio Visual Innovations (AVI) is a corporation organized under the laws of Florida. Date of Incorporation: April 1, 1980
- Signal Perfection Ltd dba SPL Integrated Solutions (SPL) is a corporation organized under the laws of Maryland. Date of Incorporation: February 3, 1992
- AVI-SPL, Inc. is the Parent Company created with the merger of the two companies in 2008.

4.1.3 LENGTH OF TIME IN AV

AVI-SPL has been in the AV industry since 1980, through AVI, and from 1992, through Signal Perfection Limited. The local office has been in existence since 2002, with emphasis in integration and support. Many within the office have 20+ years of industry experience.

4.1.4. HARDWARE SOLUTIONS

4.1.4.1

Various equipment manufacturers will be utilized for this project including, but not limited to:

- Extron Electronics, Anaheim, CA
- Panasonic Projectors, Japan
- Chief Manufacturing, Eden Prairie, MN
- Sony, Japan
- Biamp Systems, Beaverton, OR
- NEC, Japan

Qualifications

- Crestron, New Jersey
- Broadcast Pix, Massachusetts

4.1.4.2.

AVI-SPL utilizes the best possible talent both in house staff and subcontractor business partners. In the case of this installation, Dan Koepke, is likely to remain as the key engineer/technical person, who is a contractor, and has the most experience with city council chambers and related in the local area. However the project manager assigned will be an AVI-SPL employee so they can best coordinate resources, schedules, client interface, and overall responsibility for the project successful completion.

Additional resources, both in house and contractor will be used as needed throughout the project.

4.1.4.3.

AVI-SPL does use components of this system within their business, such as Crestron Controls, Sony Cameras, Extron Interfaces, etc. However all systems are built custom to clients' requirements. So an exact duplicate is not used by AVI-SPL.

4.1.4.4.

AVI-SPL is the world's largest system integrator with over 700 manufacturing partners.

4.1.4.5.

AVI-SPL maintains a 24x7 Help Desk in King of Prussia, PA, that the client would utilize for assistance. The helpdesk would coordinate any on site requirements with the local office.

4.1.4.6.

Final as builts and support documentation in softcopy will be provided as part of close out and final sign off of the project. A duplicate set will be supplied to the AVI-SPL HelpDesk.

4.1.4.7.

The design of this system was based upon standard engineering practices, knowledge and experience, while offering the best value for the money. With over 700 manufacturers, we are pulled from a wide a pool of options

Qualifications

and several manufactures to design the best system possible as close to budget as possible. We always engineer towards what will offer the best experience for the client including ease of use, quality, maintenance and support.

4.1.5.

Office locations:

Atlanta

1950 Evergreen Blvd.
Suite 200
Duluth, GA 30096
Phone (678) 542-2201
Toll Free (800) 501-0366
Fax (678) 542-2206

Birmingham

4705 Alton Court
Irondale, AL 35210
Phone (205) 951-1951
Toll Free (866) 847-5188
Fax (205) 951-1341

Boston

45 South Street
Suite F
Hopkinton, MA 01748
Phone (866) 296-0418
Fax (866) 296-0419

Calgary

2923 5 Ave NE
Calgary, AB T2A 6T8
Phone (403) 248-0887
Toll Free (855) 312-8578
Fax (403) 264-9218

Cancun Warehouse**Charlotte**

8301 Arrowridge Blvd
Suite B
Charlotte, NC 28273
Phone (704) 523-5886
Fax (704) 523-5389

Chicago

2266 Palmer Drive
Schaumburg, IL 60173
Phone (847) 437-7712
Fax (847) 437-0271

Cleveland

Qualifications

335 Ken-Mar Industrial Parkway
Broadview Heights, OH 44147
Phone (440) 740-0630
Toll Free (800) 569-5269
Fax (440) 740-0891

Columbia - Integration

9160 Rumsey Road
Suite B-12
Columbia, MD 21045
Phone (410) 964-8100
Fax (410) 964-8920

Columbia - Rental

10921 Pump House Road
Annapolis Junction, MD 20701
Phone (410) 724-2926
Toll Free (888) 218-7550
Fax (410) 724-2927

Columbia - SPL Corporate

9160 Rumsey Road
Suite B-6
Columbia, MD 21045
Phone (410) 992-0998
Fax (410) 992-0758

Dallas

13859 Diplomat Drive
Suite 180
Dallas, TX 75234
Phone (972) 243-4422
Toll Free (800) 630-4022
Fax (972) 243-5450

Dayton

761 Crossroads Court
Vandalia, OH 45377
Phone (937) 847-5558
Fax (937) 847-7481

Denver

15700 Parkerhouse Road
Suite 200
Parker, CO 80134
Phone (303) 792-3090
Toll Free (866) 279-2584
Fax (303) 792-3094

Detroit

28900 Beck Road
Suite 19A
Wixom, MI 48393
Phone (248) 669-4286
Toll Free (866) 843-0536

Qualifications

Fax (248) 669-4541

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Loft Offices 3 Office G10
PO Box 502508
Dubai Media Ciy, UAE
Phone +971(0)4-448-9202
Fax +971(0)4-448-9203

Ft. Lauderdale

772 South Military Trail
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Phone (954) 938-9382
Toll Free (888) 284-8913
Fax (954) 776-4772

Greensboro

4524 Green Point Drive
Suite 104
Greensboro, NC 27410
Phone (336) 605-4760
Fax (336) 605-4798

Hampton - Iformata

10 W Queens Way
Suite D
Hampton, VA 23669
Phone (837) 832-6962

Houston

11275 West Sam Houston Pkwy S
Suite 300
Houston, TX 77031
Phone (281) 902-3933
Fax (281) 902-3937

Huntsville

200 West Side Sq SE
Suite 70
Huntsville, AL 35801
Phone (256) 774-7226
Toll Free (866) 407-7343
Fax (256) 774-7248

Jacksonville

9143 Philips Hwy
Suite 350
Jacksonville, FL 32256
Phone (904) 281-2714
Toll Free (888) 387-9572
Fax (904) 281-2716

Las Vegas

Qualifications

4065 West Mesa Vista Avenue
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Phone (702) 597-2323
Toll Free (866) 634-7210
Fax (702) 739-6052

Los Angeles

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Suite E
Cypress, CA 90630
Phone (714) 799-7166
Toll Free (866) 772-3153
Fax (714) 799-7616

Managed Services

35 Rockridge Rd.
Suite B
Englewood, OH 45322
Phone (937) 832-6900

Midland

11090 Hi Tech Drive
Whitmore Lake, MI 48189

New York

10-40 45th Ave.
Long Island City, NY 11101
Phone (718) 806-4040
Fax (718) 806-4041

Orlando - AVI

995 W. Kennedy Blvd.
B-35
Orlando, FL 32810
Phone (407) 786-5000
Toll Free (877) 550-6205
Fax (407) 786-5033

Orlando - Show Services

995 W. Kennedy Blvd.
B-35
Orlando, FL 32810
Phone (407) 854-0963
Toll Free (888) 251-9651
Fax (407) 854-0969

Philadelphia

780 5th Avenue
Suite 175
King of Prussia, PA 19406
Phone (610) 270-1545
Fax (484) 688-0249

Pittsburgh

Qualifications

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Cranberry Township, PA 16066
Phone (724) 776-3877
Toll Free (866) 847-5186
Fax (724) 776-3890

San Francisco

5880 West Las Positas Blvd.
Suite 39
Pleasanton, CA 94588
Phone (925) 404-0440
Fax (925) 551-7630

Seattle

21312 30th Drive SE
Suite 102
Bothell, WA 98021
Phone (425) 861-5564
Toll Free (866) 925-4383
Fax (425) 861-5784

St. Paul

1427 Energy Park Drive
St. Paul, MN 55108
Phone (651) 287-7000
Toll Free (800) 292-4125
Fax (651) 287-7001

Sterling

100 Carpenter Drive
Suite 204
Sterling, VA 20164
Phone (703) 796-9011
Fax (703) 796-9047

Tallahassee

Call Pat @ 850-894-3030
Toll Free (877) 325-7331
Fax (800) 244-8630

Tampa - AVM

6313 Benjamin Road
Suite 110
Tampa, FL 33634
Toll Free (800) 639-3010
Fax (813) 261-1512

Tampa - Corporate

6301 Benjamin Road
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Tampa, FL 33634
Phone (813) 884-7168
Toll Free (800) 282-6733
Fax (813) 882-9508

Qualifications

Tampa - Rental

6206 Benjamin Road
Suite 310
Tampa, FL 33634
Phone (813) 884-7168
Toll Free (800) 282-6733
Fax (813) 889-7619

United Kingdom

Unit 12 Armstrong Mall
Southwood Business Park
Farnborough GU14 0NR

Washington, DC

9701 Philadelphia Ct.
Suite J
Lanham, MD 20706
Phone (301) 306-0120
Toll Free (877) 373-6848
Fax (301) 306-7540

4.1.6.

In April 2008, Audio Visual Innovations, Inc. and Signal Perfection, Ltd. combined their respective businesses to form the consolidated business we call "AVI-SPL." For all practical purposes, we market and manage the combined businesses and their products and services as a single company. Our customers are given the benefit of the capacities, people, expertise, experience and products of the combined company, and the combined company shares the same management, insurance and bonding arrangements. However, as is often the case, our legal structure is a little more detailed. Below is a brief explanation of our legal structure and why we continue to enter into contracts with via the separate AVI and SPL entities.

From a legal perspective, the combination of AVI and SPL was accomplished through the following general steps:

- first, a new holding company known as AVI-SPL, Inc. was formed;
- second, AVI-SPL, Inc. (the new holding company) purchased 100% of the ownership interests of Signal Perfection, Inc.; and
- third, AVI-SPL, Inc. (the new holding company) purchased 100% of the ownership interests of Audio Visual Innovations.

As a result, the current legal structure is that AVI-SPL, Inc. is a holding company that is the 100% owner and parent company of AVI and SPL, and AVI and SPL continue to be valid, legally existing entities.

As a holding company, AVI-SPL, Inc. has no separate business or operations – other than the ownership of AVI and SPL. Rather, from a legal perspective, AVI continues to own its assets and business operations, and SPL also continues to own its assets and businesses. However, as noted above, both companies are under the same

Qualifications

management and AVI-SPL, Inc. is now owned by a combination of the former owners of AVI and SPL and a new investor.

The combination of AVI and SPL was structured in the manner described above for a variety of legal, financial, regulatory and practical reasons. However, the important fact for contract purposes is that both AVI and SPL remain valid, legally existing entities with the full power and authority to enter into valid and binding contracts, and with significant businesses, assets and operations to perform and stand behind those contracts.

4.1.7.

AVI-SPL is a corporation.

4.1.8.

AVI-SPL has no pending litigation against it.

4.2. SALES TEAM PROFILE

4.2.1.

Barbara Stuller, Account Executive

Barbara has worked in the audiovisual industry for over 22 years, and for the last ten years has specialized in sales and account management for higher education and state and local government accounts at AVI-SPL. She has account managed the following notable clients and projects:

- UCSF Telemedicine Training Center, San Francisco, CA

42 Room Training Center including Classrooms, Conference Rooms, VTC Systems, Medical Simulation and Assessment Rooms.

- University of California, Merced Campus

This New University Campus contains over 60 Classrooms to date ranging from Auditoriums to 18 seat classrooms, and Digital Signage.

- Foothill DeAnza Community College District

Multiple Classroom Systems of differing types at all three Campuses.

- University of California, Davis Medical School Campus

This new Education Building contains 27 interlinked Classrooms ranging from 150 seat Lecture Halls to 12 seat classrooms, Digital Capture, Archiving & VOD, and Videoconference systems.

- Superior Court of California, Stanislaus County

Design and install 4 state of the art courtrooms with multiple displays, audio conferencing, and complex audio zones to accommodate aging judges and ALS requirements.

Barbara can be contracted at 925-963-4578.

4.2.2.

At this time, there is no sales manager's position at the local office. However, there is an integration manager that would work with the salesperson should any problem/question/concern arise.

Qualifications

Matt Dow, Integration Manager

Matt has worked in the audiovisual industry for 14 years and is certified as a CTS-D Certified Technology Specialist-Design, Crestron DMC-E, Biamp AudiaFLEX, and SVSi Certification, and has been with AVI-SPL a little over a year. He managed sales and operations teams and has years of field experience as an installation technician and manager. He has designed and engineered the following notable projects:

- Juniper Networks

World Headquarters project with two 8-Story buildings including over 200 AV rooms. Includes campus wide SVSi deployment with over 1500 SVSi devices, Crestron Digital Media, Crestron Control and Roomview Fusion.

- Lockheed Martin – Space Systems

This new engineering floor consisted of 4 multi-display VTC/ATC presentation rooms and 30 Huddle rooms. All rooms featured Crestron Digital Media and Crestron Control.

University of California, Hastings

Nine lecture style classrooms with large format projection, speech reinforcement, global control and audio capture/streaming.

- KLA Tencor – Campus

This campus featured over 60 conference rooms with Crestron control as well as multiple large presentation spaces with multiple displays, divisible functionality, Crestron Digital Media and Crestron Control.

- Dublin High School

This new cafeteria project featured a large format Crestron Digital Media system with Crestron control, as well as a video wall and multiple large format flat panel displays.

Matt can be contracted through the local office at 925-404-0440.

4.2.3.

Daniel Koepke, Media Support Associates, Project Engineer

Daniel has worked in the audiovisual industry for over 20 years. Daniel is a Certified Video Engineer, Certified Broadcast Network Technologist, CTS Certified, and has holds numerous vendor certifications. Daniel has designed, engineered, and project managed installations in large auditoriums and theaters, managed and oversaw multiple audiovisual subcontractors for over 65 lecture halls, sustained engineering responsibilities for 3 production facilities, videoconferencing facilities and central campus routing facility at UCB, as well as campus consultant for the main campus. Dan is a contractor that has worked with AVI-SPL for over ten years on various projects. His project experience includes: Media Service Engineer at UCB for 10+ years, Television Engineer/Operations at KFCB/KTNC TV, and Project Engineer for Sacramento City Hall and City of Martinez.

Dan can be contacted at 925-586-1312.

4.3. QUALIFICATIONS

4.3.1.1.

To the best of our ability, AVI-SPL has met the qualifications requirements as outlined in the bidding document.

We acknowledge Addendums 1, 2, and 3.

Qualifications

4.3.1.2.

AVI-SPL confirms in writing that we shall comply with all provisions in this RFP. However we reserve the right to negotiate the final solution based on mutual agreement in scope as dictated by client's budget or any new circumstances, and terms and conditions that do not comply with company standards.

4.4. PRICING

4.4.1.

Base System Pricing.

4.4.2.

Video Production System Pricing.

4.4.3.

Options System Pricing.

4.4.4.

Lighting Fixture Pricing.

4.4.5.

Pricing Summary.

4.5. ENCLOSURE

4.5.1.

Sample recording from similar system at City of Martinez.



EQUIPMENT LIST

PREPARED FOR

City of San Leandro

835 East 14th Street

San Leandro, CA 94577

Michael Hamer

Prepared By: Barbara Stuller

Date Prepared: May 31, 2013

Proposal Number: 181661

Room Name: Base System

Valid Until: July 30, 2013

ITEM	QTY	MFG	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1					\$0.00	\$0.00
2	0			Voting, Control and Media switching	\$0.00	\$0.00
3	1	Crestron	PRO 3	System controller	\$2,944.44	\$2,944.44
4	2	Crestron	TSW-1050	9" touch panel	\$1,333.33	\$2,666.66
5	7	Crestron	TSW-1050	Small voting TP	\$1,333.33	\$9,333.31
7	1	Netgear	FS726TP	24 Port Ethernet Switch with PoE	\$305.30	\$305.30
8	3	Crestron	DM-TX-200-C-2G	HDMI/VGA xmitters- black	\$777.78	\$2,333.34
9	3	Crestron	DM-TX-400-3G	Multi-input xmitters	\$1,000.00	\$3,000.00
10	1	Crestron	C3COM-3	Serial Expansion Board	\$388.89	\$388.89
11	1	Crestron	DM-MD16x16	Digital Media Switcher	\$4,777.78	\$4,777.78
12	3	Crestron	DMC-CAT	Cat input cards	\$611.11	\$1,833.33
13	1	Crestron	DMC-SDI	HD-SDI input card	\$666.67	\$666.67
14	3	Crestron	DMC-C	8G input cards	\$611.11	\$1,833.33
15	1	Crestron	DMC-HD	HDMI input card for doc cam	\$444.44	\$444.44
16	2	Crestron	DMCO-3333	8 HDMI plus analog audio output cards	\$1,555.56	\$3,111.12
17	1	Crestron	C3RY-8	Relay Expansion Board	\$277.78	\$277.78
18	1	AJA	HA-5	HDMI-HD-SDI converter	\$287.50	\$287.50
19	1	AJA	DWP	Power supply for converter	\$33.33	\$33.33
22	1	Crestron	DVP-HD4	HD 4 Window Digital Video Processor	\$7,222.22	\$7,222.22
23	1	Crestron	DGE-2	Digital Video Processor	\$4,444.44	\$4,444.44
27	0			Dais Display monitors	\$0.00	\$0.00
28	9	NEC	EA192M-BK	19" DVI input display	\$225.56	\$2,030.04
29	9	Extron	60-806-01	Extender xmit/rcv pair	\$450.00	\$4,050.00
30	3	Extron	60-190-20	Rack kit for xmit's	\$72.22	\$216.66
31	1	Extron	60-999-01	HDMI- DA6	\$661.11	\$661.11
36	0			Audio	\$0.00	\$0.00
62	14	Clock Audio	C 33E-RF-Halo	table Gooseneck mics	\$266.00	\$3,724.00
63	1	Clock Audio	C 35E-RF-Halo	Podium mic	\$288.89	\$288.89
64	15	MSA	Custom	Custom table top mic/speaker plates	\$388.89	\$5,833.35
68	15	RDL	ST-LCR1	Momentary logic controlled relays	\$57.93	\$868.95
69	2	RDL	PS-24KS	Power Supplies for realys above	\$21.99	\$43.98
70	15	RDL	ST-MA2	Amps for Mic plate speakers	\$64.54	\$968.10
71	15	RDL	PS-24AS	Power Supplies for above	\$17.00	\$255.00
72	2	Shure	ULXP124/85	Combo hand held and lavelier wireless mic system	\$925.00	\$1,850.00
73	2	Biamp	Audia FlexCM	Modular DSP	\$2,883.33	\$5,766.66
74	8	Biamp	AEC-2 Installed	Mic/Line input cards w/ echo cancelation	\$298.89	\$2,391.12
75	11	Biamp	OP-2 card Installed	Line output card	\$87.78	\$965.58
76	2	MAP	SPM-4	4 space Underdesk rack	\$76.16	\$152.32
77	1	TBA	Program Audio	Speakers & Amp	\$2,777.78	\$2,777.78
79	1	Biamp	TI-2 Installed	Telephone Interface Card	\$443.33	\$443.33
80	1	Biamp	IP-2 Installed	Mic/Line input cards	\$143.33	\$143.33
81	2	Biamp	Logic Box	output cards	\$221.11	\$442.22
83	2	Netgear	JFS516	16 Port Rack Mount Ethernet Switch	\$76.73	\$153.46



EQUIPMENT LIST

PREPARED FOR

City of San Leandro

835 East 14th Street
San Leandro, CA 94577
Michael Hamer

Prepared By: Barbara Stuller

Date Prepared: May 31, 2013

Proposal Number: 181661

Room Name: Base System

Valid Until: July 30, 2013

ITEM	QTY	MFG	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
84	1	QSC	CX-204V	4 Chan 70V audio amp	\$1,003.40	\$1,003.40
85	20	Tannoy	80014230	8" Coaxial ceiling speaker -70V	\$74.62	\$1,492.40
86	1	Listen	LS-0407201	ALS system	\$1,457.40	\$1,457.40
87	1	MAP	MRK-4426-AV-AB	44 space rack- AV configured	\$1,545.63	\$1,545.63
88	1	MAP	WL-60	Worklight	\$44.66	\$44.66
89	5	MAP	RLM-15-1CA	Stand alone relay- 15A	\$73.36	\$366.80
90	1	MAP	RLM-15-1CA	Stand alone relay- 15A	\$73.36	\$73.36
91	1	MAP	PDC-915R-6	Rack power unit- dry contact	\$127.24	\$127.24
108	0			Projector	\$0.00	\$0.00
109	1	Panasonic	PT-DW640ULS	PROJECTOR, 1280X800 6000 LUMEN 33.3LB 2000:1 SILVER NO LENS	\$3,886.67	\$3,886.67
110	1	Panasonic	ET-DLE250	Lens	\$1,883.33	\$1,883.33
111	1	Chief	RPA-6500	Mount kit	\$119.61	\$119.61
113	1	Extron	60-806-01	Extender xmit/rcv pair	\$450.00	\$450.00
114	1	Chief	WMA-1S	Wall Mount	\$90.57	\$90.57
119	0			Additional Chamber Displays	\$0.00	\$0.00
120	3	Panasonic	TH-42LF5U	42" RS-232 controlled flatscreen display	\$722.22	\$2,166.66
122	3	Chief	TS525TU	Swing arm mount	\$326.80	\$980.40
136	0			Speaker timer system	\$0.00	\$0.00
137	1	D'SAN	LimitTimer Pro 2000 system		\$761.78	\$761.78
138	1	D'SAN	ASL2ND3 Display		\$373.33	\$373.33
155	0			Sister Cities Room	\$0.00	\$0.00
156	1	Panasonic	TH-42LF5U	42" RS-232 controlled flatscreen display	\$722.22	\$722.22
157	1	Chief	LPAUB	Large flat screen cart	\$696.03	\$696.03
158	1	Atlas	AT-35D	35 Watt white decora wall mount attenuator 70V	\$17.50	\$17.50
159	1	Extron	60-806-01	Extender xmit/rcv pair	\$450.00	\$450.00

Equipment Total	\$98,638.75
Installation Materials	\$8,355.30
Labor And System Warranties	\$85,451.90
Direct Costs	\$0.00
General & Administrative	\$6,268.19
Subtotal	\$198,714.14
Tax	\$9,896.95
TOTAL	\$208,611.09

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EQUIPMENT LIST

PREPARED FOR

City of San Leandro

835 East 14th Street

San Leandro, CA 94577

Michael Hamer

Prepared By: Barbara Stuller

Date Prepared: May 31, 2013

Proposal Number: 181661

Room Name: Video Production System

Valid Until: July 30, 2013

ITEM	QTY	MFG	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1					\$0.00	\$0.00
169	0			Video production system	\$0.00	\$0.00
171	0			HD PTZ Cameras	\$0.00	\$0.00
172	4	Sony	BRC-Z330	PTZ HD Camera	\$4,250.00	\$17,000.00
173	4	Sony	BRBKHD2	HD-SDI board	\$1,166.67	\$4,666.68
174	4	Sony	BRCWMZ330	Wall Mount	\$166.67	\$666.68
175	1	Sony	RMBR300	Camera Remote Controller	\$1,312.50	\$1,312.50
179	0			Production Control Rm Console	\$0.00	\$0.00
180	2	MAP	MDV-R12 W/ MDV-CK	Rack	\$225.53	\$451.06
181	1	MAP	MDV-0B4	Rack overbridge	\$98.49	\$98.49
182	1	MAP	MDV-CNR1	Corner	\$445.68	\$445.68
183	1	MAP	MDV-DSK	Straight	\$300.40	\$300.40
185	0			Power control	\$0.00	\$0.00
186	3	Furman	M-8Lx	Rack power conditioner/outlet strip 1 @ each rack and 1 @ desk	\$81.26	\$243.78
189	0			Prod SW'ER	\$0.00	\$0.00
194	1	Broadcast pix	Mica 1000	Production Video Switcher with 6 keyers, 1 day training, and 1 year extended warranty	\$25,603.33	\$25,603.33
195	1	Panasonic	TH-42LF5U	42" RS-232 controlled flatscreen display	\$722.22	\$722.22
196	1	Chief	LTAU	Tilt wall mount for display	\$131.04	\$131.04
199	0			HD-SDI Waveform Vector Monitor	\$0.00	\$0.00
200	1	Leader	LV-7330	HD-SDI rasterizer w/ rack kit	\$5,476.54	\$5,476.54
201	1	Samsung	21.5 FHDTN	display monitor for WFM/VEC	\$514.44	\$514.44
203	1	Extron	60-694-01	DA12V Analog Dist Amp	\$327.78	\$327.78
204	1	Extron	60-190-10	RSU-126 RackShelf	\$72.22	\$72.22
205	1	Kramer	SG-6006	Sync Generator	\$1,684.22	\$1,684.22
207	1	Mackie	MR-5	Powered monitor speakers	\$123.92	\$123.92
208	1	RDL	RU-SM16	Stereo audio meter	\$177.06	\$177.06
209	1	RDL	RU-BR1	Bracket for meter	\$22.23	\$22.23
210	1	RDL	PS-24AS	Power Supply for meter	\$17.00	\$17.00
212	0			Signal Distribution	\$0.00	\$0.00
213	2	Extron	60-694-01	DA 12V/6V dual EQ	\$327.78	\$655.56
214	2	Extron	60-190-20	RSF 123	\$72.22	\$144.44
215	1	Extron	60-692-20	DA 6A	\$233.33	\$233.33
216	1	Extron	60-190-10	RSU-126	\$71.11	\$71.11
217	2	Extron	60-884-01	MDA 4V HD-SDI	\$583.33	\$1,166.66

Equipment Total	\$62,328.37
Installation Materials	\$5,279.58
Labor And System Warranties	\$37,957.43
Direct Costs	\$0.00
General & Administrative	\$3,729.83
Subtotal	\$109,295.21
Tax	\$6,253.73
TOTAL	\$115,548.94

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EQUIPMENT LIST

PREPARED FOR

City of San Leandro

835 East 14th Street
San Leandro, CA 94577
Michael Hamer

Prepared By: Barbara Stuller

Date Prepared: May 31, 2013

Proposal Number: 181661

Room Name: Optional Systems

Valid Until: July 30, 2013

ITEM	QTY	MFG	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1					\$0.00	\$0.00
94	1	MAP	UPS-1000R	UPS - Rackmount	\$667.92	\$667.92
96	1	Wireworks	Custom	Media (Press) courtesy plate	\$111.11	\$111.11
103	1			Dynamic Nameplate Displays	\$0.00	\$0.00
104	9	TBD		LCD Signage Plate, Single Line	\$388.89	\$3,500.01
108	1			Projector	\$0.00	\$0.00
127	1			Document camera	\$0.00	\$0.00
129	1	Extron	60-806-01	Extender xmit/rcv pair	\$450.00	\$450.00
130	1	Wolfvision	VZ9Plus3	Document Camera	\$5,258.89	\$5,258.89
160	1			VTC System	\$0.00	\$0.00
165	1			Includes wiring for future VTC System	\$0.00	\$0.00

Equipment Total	\$9,987.93
Installation Materials	\$846.04
Labor And System Warranties	\$16,499.93
Direct Costs	\$0.00
General & Administrative	\$759.80
Subtotal	\$28,093.70
Tax	\$1,002.14
TOTAL	\$29,095.84

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EQUIPMENT LIST

PREPARED FOR

City of San Leandro

835 East 14th Street

San Leandro, CA 94577

Michael Hamer

Prepared By: Barbara Stuller

Date Prepared: May 31, 2013

Proposal Number: 181661

Room Name: VTC Option

Valid Until: July 30, 2013

ITEM	QTY	MFG	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1					\$0.00	\$0.00
160	1			VTC System	\$0.00	\$0.00
161	1	Cisco	CTS-INTP-C40-K9	C40 Codec with Microphone, NPP, 720p	\$10,038.89	\$10,038.89
162	1	Cisco	CCPCONPMDNINTP C40PP1	Maintenance, 1 Year	\$908.67	\$908.67
163	1	Cisco	CTS-PHD-1080P12XS	Bundled 1080p Camera, 12x Zoom	\$3,611.11	\$3,611.11
164	1	Cisco	CCPCONPMDN180P 12XSPP1	Maintenance, 1 Year	\$329.96	\$329.96

Equipment Total	\$14,888.63
Installation Materials	\$1,156.24
Labor And System Warranties	\$6,332.05
Direct Costs	\$0.00
General & Administrative	\$781.24
Subtotal	\$23,158.16
Tax	\$1,369.58
TOTAL	\$24,527.74

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EQUIPMENT LIST

PREPARED FOR

City of San Leandro

835 East 14th Street

San Leandro, CA 94577

Michael Hamer

Prepared By: Barbara Stuller

Date Prepared: May 31, 2013

Proposal Number: 181661

Room Name: Lighting Fixtures

Valid Until: July 30, 2013

ITEM	QTY	MFG	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1					\$0.00	\$0.00
224	0			Lighting Fixtures	\$0.00	\$0.00
225	7	Bightline	T02X1-R-ISMM/MF	Dual Lamp, Medium Screen Primary Lighting Fixture & Accessories	\$815.89	\$5,711.23
228	2	Bightline	T02X1-R-ISMM/NF	Dual Lamp, Narrow Screen Primary Lighting Fixture & Accessories	\$822.11	\$1,644.22
231	20	Bightline	009-55W32KSP	Lamps	\$23.33	\$466.60
232	1	Bightline	DCS-8-DALI	DALI Controller, Flush Mount, 8 Presets, 4 Groups, White, Leviton#CD250C, & Accessories	\$945.00	\$945.00
234	6	Bightline	T01X1-R-ISMM/MF	Single Lamp, Medium Screen Backlight Fixture & Accessories	\$788.67	\$4,732.02
235	6	Bightline	009-55W32KSP	Backlight Lamps	\$23.33	\$139.98
236	1	Bightline	lot	Backlight Cabling	\$466.67	\$466.67

Equipment Total	\$14,105.72
Installation Materials	\$597.43
Labor And System Warranties	\$5,288.72
Direct Costs	\$0.00
General & Administrative	\$774.19
Subtotal	\$20,766.06
Tax	\$1,360.04
TOTAL	\$22,126.10

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PROPOSAL SUMMARY

Prepared For
City of San Leandro
 835 East 14th Street

 San Leandro, CA 94577

Prepared By:	Barbara Stuller
Date Prepared:	May 31, 2013
Proposal Number:	181661
Project Name:	City Council Chamber AV Enhancement
Valid Until:	July 31, 2013

TOTAL EQUIPMENT COST	\$216,183.99
Includes: cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to insure a complete and operational system.	
PROFESSIONAL INTEGRATION SERVICES	\$143,286.46
Includes: Engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL	
DIRECT COSTS	\$0.00
Includes: Non equipment or labor costs such as travel expenses, per diem, lift and vehicle rentals.	
GENERAL & ADMINISTRATIVE	\$12,313.25
Includes all G & A expenses: clerical, bonds, vehicle mileage, shipping & insurance	
CUSTOMER SUPPORT	\$8,243.57
One Year Customer Care Program - Full system warranty coverage with two preventative maintenance visits per year. Includes 24/7 technical help desk, staffed by AVI-SPL Engineers.	
SUBTOTAL	\$380,027.27
TAXES	\$19,882.44
TOTAL	\$399,909.71

MONTHLY EXPENSE OPTIONS

AVI-SPL Financial Solutions makes it easy for you to secure the best possible technology solutions. Our leasing options are perfect for companies that demand the best, but don't want to consume valuable capital dollars or credit line.

60 Month SHIELD Lease Monthly Expense _____

The Shield Program is a unique Operating expense used for the acquisition of today's Video Teleconferencing Solutions. The Shield program includes a "System Replacement Guarantee" SRG, that ensures that you will always have access to the best Video

Not included: Structural, ceiling, millwork, or AC/heat modifications, HV electrical or conduit.

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 Customer Signature Print Date



CUSTOMER CARE PROGRAM

Prepared For
City of San Leandro
 835 East 14th Street
 San Leandro, CA 94577

Prepared By:	Barbara Stuller
Date Prepared:	May 31, 2013
Proposal Number:	181661
Project Name:	City Council Chamber AV Enhancement
Valid Until:	July 31, 2013

1ST YEAR CUSTOMER CARE PROGRAM

Included

2ND YEAR CUSTOMER CARE PROGRAM

\$22,184.00

Plus Applicable Sales Tax

YES - I would like the 2nd year Customer Care Program _____ Client Initials

NO - I do not want the 2nd year Customer Care Program _____ Client Initials

PROGRAM BENEFITS

OUTSTANDING CUSTOMER SUPPORT

❖ 24/7 Technical Help Desk - Staffed By AVI-SPL Engineers

- ❖ Trouble ticket generation & tracking
- ❖ Dedicated toll free number for access to the help desk
- ❖ CISCO certified experts on staff
- ❖ Certified Videoconferencing Engineers (CVE) on staff
- ❖ Cisco Certified Network Associate and Professional (CCNA & CCNP) on staff
- ❖ Cisco Certified Design Associate and Professional (CCDA & CCDP) on staff
- ❖ Certified Technology Specialist (CTS) on staff

SEMI ANNUAL PREVENTATIVE MAINTENANCE

- ❖ Inspect all surfaces, electrical and signal connections, clean as needed
- ❖ Inspect all VCR's, DVD & CD players, clean and lubricate as needed
- ❖ Inspect all displays, clean and adjust as need for optimal image quality
- ❖ Complete system functionality test to ensure 100% functionality
- ❖ Perform walk through with client to demonstrate 100% functionality
- ❖ Provide report of findings and recommendations

WARRANTY REPAIR BY CERTIFIED TECHNICIANS

- ❖ AVI-SPL will provide all labor and parts to effectively perform repairs
- ❖ Unlimited service calls with priority response
- ❖ Overnight shipping on replacement parts

Note: Owner provided equipment is not covered under the Customer Care Program

RECYCLING PROGRAM

AVI-SPL is dedicated to making sure that you get the best experience from the products that we recommend for your audio/video solution. We also understand that when you are ready for a new solution, proper steps must be taken to ensure that the components of your old equipment are disposed of in a safe and environmentally responsible manner, which is why we have created formal recycling programs for our customers. Working with an ISO certified third party environmentally responsible recycling company with over 20 years of reliable experience, AVI-SPL provides waste management options to make sure that we keep as much toxic waste out of landfills as possible.

Lamp Recycling

AVI-SPL is pleased to offer projector lamp recycling at no cost to you - you pay only the shipping costs to ship the lamp to our recycling center. While many companies offer a recycling service, they often charge for the recycling - AVI-SPL pays the recycling cost - and keeps our carbon footprint small by having you ship directly to our recycling center. It's quick, easy and inexpensive to be environmentally responsible.

Did you know?

- ◆ Most projection lamps contain mercury, which is toxic and can leak into the ground water if placed into a landfill
- ◆ Shipping a projection lamp to our centralized recycling facility via standard mail is only about \$3 per lamp

Recycling for Technology Upgrades

Technology upgrades require the safe removal of obsolete equipment before the installation of any new technology is put into your facility. AVI-SPL has partnered with an ISO certified national recycling company to ensure that all waste equipment is disposed of in an environmentally responsible manner. During the recommendation process, our team of specialists will recommend a recycling solution for any outdated A/V equipment that you may need removed during the installation process.

Did you know?

- ◆ Almost all electronic devices contain lead, and such devices are proliferating-and becoming obsolete at breathtaking speed.
- ◆ Using our ISO certified recycling partner on your next new project ensures that old technology is properly recycled - keeping it out of landfills.

Recycling During the Fabrication Process

During the process of creating your integrated solution, we generate waste products such as cable and wire clippings, connectors, metal plates and parts, and packaging waste, for instance. Our fabrication plants are able to capture and recycle much of this waste to prevent it from being disposed of through standard means.

Did you know?

- ◆ E-waste is the fastest growing waste stream in the world today. The EPA and National Safety Council put the annual number of discarded cell phones at more than 130 million with more than 250 million computers becoming obsolete in the next five years, and that's just in the U.S.
- ◆ According to the US Environmental Protection Agency, in 2005, discarded electronics totaled about 2 million tons. It's estimated that only about 15 to 20 percent of this was recycled.***

Going Green is Good for Business

Utilizing recycling programs, like the programs outlined on this page, can be good for your business. If you are currently planning new construction projects and are working on a LEED Certified building, AVI-SPL can be a resource for your project team.





EQUIPMENT LIST

PREPARED FOR

City of San Leandro

835 East 14th Street

San Leandro, CA 94577

Michael Hamer

Prepared By: Barbara Stuller

Date Prepared: May 31, 2013

Proposal Number: 181661

Room Name: 3rd Year Warranty

Valid Until: July 30, 2013

ITEM	QTY	MFG	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	0			3rd Year Warranty Option	\$0.00	\$0.00
2	0				\$0.00	\$0.00
3	0			3rd Year Warranty Extension of Project	\$0.00	\$0.00
4	0				\$0.00	\$0.00
5	0				\$0.00	\$0.00

Equipment Total	\$0.00
Installation Materials	\$0.00
Labor And System Warranties	\$22,627.68
Direct Costs	\$0.00
General & Administrative	\$0.00
Subtotal	\$22,627.68
Tax	\$0.00
TOTAL	\$22,627.68

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