

Agreement No. 84700-19-R076005

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PRESENTATION PRODUCTS, INC.

This Agreement is entered into this 10th day of July 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Presentation Products, Inc., DBA Spinitar, hereinafter called "Contractor."

Whereas, it is necessary and desirable that Contractor be retained for the purpose of design and installation of the Audio-Visual System in the Regional Operations Center.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit A-1 – Scope of Work prepared by Spinitar Dated June 22, 2018
Exhibit A-2 – Labor Rates Dated September 14, 2018
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO MILLION ONE HUNDRED FIFTY-FIVE THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS (\$2,155,962). If the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 10, 2018, through December 31, 2019.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Project Development Unit or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written

notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. To terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. If County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or because, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable because of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of

liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

11. Compliance with Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records: Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

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

In the case of County, to:

Name/Title: Deborah Bazan, Director
Address: 1402 Maple Street
Redwood City, CA 94063
Telephone: 650 369-4715
Email: dbazan@smcgov.org

In the case of Contractor, to:

Name/Title: Greg Goddard
Address: 5066 Commercial Circle
Concord, CA 94520
Telephone: 650-863-8055
Email: gregg@spinitar.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Presentation Products, Inc. DBA Splintar**


Contractor Signature

9/26/2018
Date

P. Daniel Tompkins, EVP / Sales
Contractor Name (please print)

For County:


Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

9-27-18
Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title (please print)

Exhibit A

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

See Exhibit A-1 for complete details

End of Exhibit A

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

20% - Deposit due upon notice to proceed.

30% - Due upon delivery of equipment to Spinitar warehouse and initiation of in-shop fabrication, documentation to be attached to the invoice.

30% - Due upon successful completion of installation.

20% - Due upon successful client sign off and acceptance.

In no event shall this agreement exceed \$2,155,962

Any additional labor costs beyond what is listed in Exhibit A-1 will be subject to County approval and shall be consistent with labor rates listed in Exhibit A-2 dated September 14, 2018. Any increase in material costs shall be subject to GSA contract GS03F001P. While this contract is not governed by GSA contract GS03F001P in the event additional materials are required, materials costs will be provided to the County consistent with GSA contract GS03F001P.

End of Exhibit B

R076005
Exhibit A-1

Scope of Work:

**County of San Mateo
Regional Operations
Center**

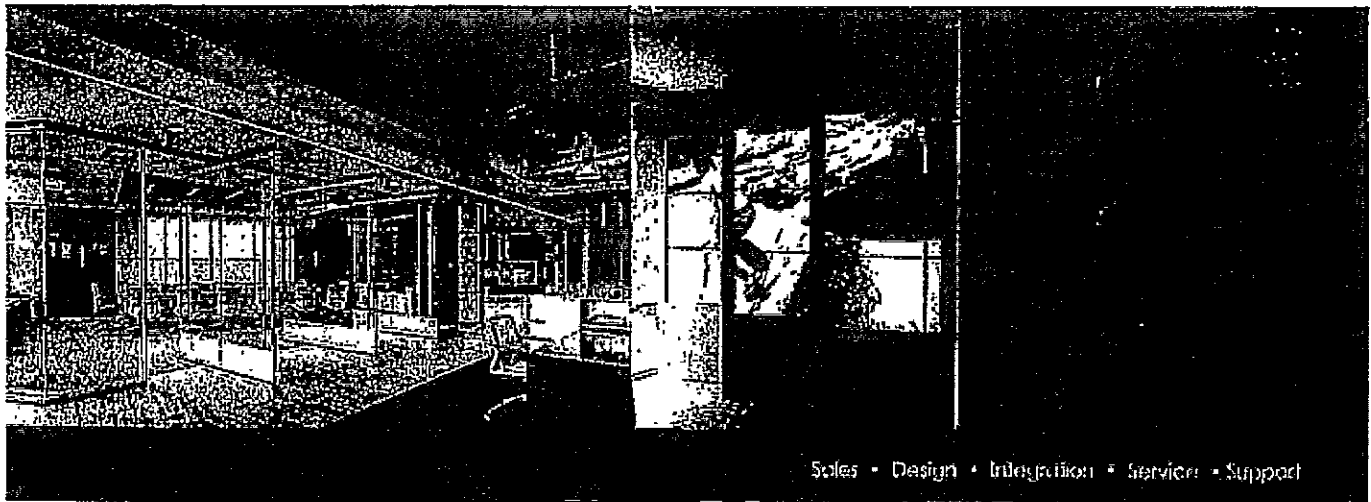
Prepared by:

Spinitar

**5066 Commercial Cir.
Concord CA 94520**



June 22, 2018



Sales • Design • Integration • Service • Support



June 22, 2018

Chris Flatmoe

County of San Mateo
555 County Center,
CA 94063

**Subject: Audio Visual Systems Scope of Work - County of San Mateo Regional
Operations Center - Revision 1**

Dear Chris,

Based on our meeting we have prepared this proposal to help you implement the presentation technologies for the new Regional Operations Center. It includes a summary of our recommendations and the scope of our design/build services for the project.

We have prepared an overview of the functional approach to meet the audiovisual capabilities recommended for the facility. Included in this proposal is a scope of work, summary of system investment, AV support services and payment terms.

This proposal represents our understanding of how the system will perform based on our review of the initial equipment recommendations. The intention of this package is to capture the design intent of your room(s). Please review the documentation to confirm all details are captured.

Spinitar is committed to providing you with multimedia systems that will serve as models for innovative environments. We are confident that our participation on the Regional Operations Center will contribute to its success. Please feel free to contact me to discuss this proposal further. We look forward to working with you and your team on this venture.

Sincerely,

Greg Goddard
Systems Account Manager
gregg@spinitar.com

SCOPE OF WORK

The complexities of Maple St. and the new ROC are quite different and necessitate several design considerations for redundancy and scalability. Because of the nature of the ROC, we have to utilize equipment that is more specialized and a design approach that allows for redundancies in control and equipment failure. The design of the EOC has several points of control, along with redundancy and ease of serviceability in the case of display and/or equipment failure. Typical audiovisual design for more generic spaces would not have this approach. Another unique feature of the ROC is the ability to "broadcast" video remotely or locally throughout the facility. This requires specific processing equipment and routing that is catered to these demands – simply not found in traditional presentation environments. Furthermore, this space requires scalability – the ability to add sources and destinations as necessary, without requiring a complete forklift overhaul to do so. For these reasons, the complexity of the design within the ROC facility is on a scale three or four times as complex as a traditional space – Maple St., or other training room/conferencing environment.

Based on our discussions with you, Spinitar recommends the following approach to meet the functional needs and basic requirements defined for the project.

The following locations are included in this Scope of Work.

HOT EOC - 133

EOC - 134

Flex Space - 135

Cable TV Head-End System

911 Call Center - 240

Surge/Training Room - 241

Large Conference Rooms

Room: 128, 130, 136, 137, 140, 233

Communication Room & JIC: 132, 141

Offices, & Open Areas

Room: 117, 120, 121, 122, 123, 124,

125A, 126, 127, 211, 212, 223, 224, 225,

226, 227, 228, 229, 230, 231, 246, 247, 248,

249, 250, 251, 252

Lobby - 100

Room Scheduling System

1st Floor

Room: EOC, 127, 128, 136, 140, 141/JIC

2nd Floor

Room: 241, 231

Equipment Racks & Accessories – 131, 209, 208

- **HOT EOC, EOC & Flex Space:**

- **Display System:**

The HOT EOC shall feature a 3x5 flat panel display ultra-narrow bezel video wall (3 units high by 5 units across) to be mounted on pull-out style mounts for servicing. The video wall shall have capability of displaying up to twelve (12) independent video sources from multi-window display processors connected to a central matrix video router. Sources include: ten (10) PC's (applications and output to be determined), five (5) Comcast and/or DirecTV receivers, one (1) local wired input for presentation purposes, and one (1) wireless presentation system input. The HOT EOC shall include three (3) floor boxes with HDMI & VGA with mini audio for wired connectivity to the system. One (1) of the floor boxes shall include network termination for the wired control panel.

The EOC and Flex Space rooms shall have one (1) each ceiling mounted projector with ceiling recessed screen. The EOC shall have four (4) 75" flat panel displays to be ceiling mounted from static drop mounts. The Flex Space shall have two 75" flat panel displays to be ceiling mounted from static drop mounts. The flat panel displays in each room shall mirror the local presentation content either within each room (divided) or a source from the matrix router when the room is combined. Each room shall have the capability of presenting independently, or as one when the rooms are combined. The EOC and Flex Space shall have two (2) each floor boxes flanking the projection screen in each room to include wired input from an owner furnished podium for presentations.

A mobile 70" interactive touch display with on-board PC for collaboration shall be provided as additional input to the HOT EOC, EOC and Flex Space via wired input from floor box. The output of the on-board PC shall be connected to the HOT EOC router so that its image may be mirrored to the video wall or any other display(s).

- **AV System:**

A matrix routing video switcher and distribution system shall be installed within the HOT EOC Equipment Closet. Signals from the switcher shall be via Cat6 with extenders to each display and projector location on the first and second floors, including separate feed to the matrix router on the second floor (for 911 Call Center). The matrix routing switcher shall be comprised of 64x64 chassis with redundant power supply and accommodate individual 8-channel cards for inputs and outputs. This configuration allows expansion and flexibility for future inputs and/or outputs to be added as necessary, eliminating the need for an overhaul of the entire routing chassis.

For video conferencing, recording and/or streaming purposes of training events, an automated tracking pan/tilt/zoom camera shall be installed in the EOC. The camera shall connect to an AV-Bridge for USB connection to local PC for soft-conferencing from third party application (WebEx, Skype, Zoom etc...). A streaming recorder with inputs for both presentation content as well as camera input shall be installed for capturing and streaming trainings or events.

- **Audio System:**

The HOT EOC, EOC, and Flex Space shall include ceiling speakers configured in zones for proper room audio reinforcement. Amplifiers and DSP (digital signal processor) shall be included for proper zone assignment and equalization. Each room shall

have audioconferencing capability via VoIP interface within the DSP. A ceiling mounted microphone array shall be installed within T-Bar ceiling tile and provide audio voice lift for audioconferencing. Wireless microphones shall be provided for each room for both audio reinforcement and lecture capture to the streaming recording system. A gooseneck microphone shall be installed on the owner furnished podium.

- **Control System:**

The audiovisual system shall be controlled via Crestron. A master wired touch panel shall be installed within the HOT EOC for control of the entire system. In addition, a wireless IPAD docking wall station shall be included in each room for mirrored control of the HOT EOC, plus separate room controls when divided. Controls include master power on/off, projector on/off, screen up/down, source video input and destination select, presets for video wall blended images select, audio zone assignments, volume up, down and mute. The IPAD's shall be locked with administrator password for Crestron control only within the rooms.

In addition to touch panel control, an X-Panel interface shall be provided. The X-Panel is a web portal to the control system and provides visibility of room(s) status, monitoring, and remote control capability.

- **Equipment Rack & Accessories:**

All non-touch equipment shall be rack mounted within new equipment racks to be located within HOT EOC Equipment Closet.

- **Cable TV Head-End System:**

A head-end cable TV distribution system shall be installed to provide Comcast cable channels to all displays within the building. Encoders shall be provided to allow for the County's computer applications to be broadcast via the TV distribution system so that users may tune into a channel to view encoded content. The head-end system shall include emergency messaging capability so that the HOT EOC may trigger a message to scroll across the lower-third video of all channels to be broadcasted on any display in the building.

- **911 Call Center, Surge/Training Room:**

- **Video Wall:**

The 2nd Floor Operations Center shall feature a 15x2 flat panel display ultra-narrow bezel video wall (2 units high by 15 units across) to be mounted on pull-out style mounts for servicing. The wall shall include an angled section at corner of wall and be supported by a custom mounted floor standing system. The video wall shall have capability of displaying up to twelve (12) independent video sources from multi-window display processors connected to a central matrix video router. Sources include: six (6) PC's, (applications and output to be determined) two (2) Comcast receivers, one (1) local wired input for presentation purposes, and one (1) wireless presentation system input.

- **Display System**

The Surge/Training Room shall feature one (1) 75" flat panel displays to be wall mounted and one (1) 70" interactive flat panel display on a mobile cart. The displays

shall be wired to the matrix video routing switcher for mirrored presentation content when room is combined, or independent presentation content when room is divided. A local wired input and wireless presentation system shall be made available for presentations when the room is divided.

Each workstation within the Operations Center and Surge/Training (27 total) shall include one (1) 22" monitor to be mounted on owner furnished workstation monitor arms. The additional monitor shall be capable of displaying television from the Cable TV distribution system.

- **AV System:**

A matrix routing video switcher and distribution system shall be installed within the 2nd Floor Server Room. Signals from the switcher shall be via Cat6 with extenders to each display within the Call Center & Surge/Training Room. The routing switcher shall accommodate all current sources and destinations while allowing expansion for future additions as necessary. The matrix routing switcher shall be comprised of 32x32 chassis with redundant power supply and accommodate individual cards for inputs and outputs. This configuration allows expansion and flexibility for future inputs and/or outputs added as necessary, eliminating the need for an overhaul of the entire routing chassis.

- **Audio System:**

The speakers within each monitor at the workstations shall be used for program audio and be controlled independently.

- **Control System:**

The audiovisual system shall be controlled via Crestron. A master wired touch panel shall be installed within the 911 Call Center for control of the entire system. In addition, a wireless iPad docking wall station shall be included for both rooms.

Controls include master power on/off, projector on/off, screen up/down, source video input and destination select, presets for video wall blended images select, audio zone assignments, volume up, down and mute. The iPad shall be locked with administrator password for Crestron control only within the room.

In addition to touch panel control, an X-Panel interface shall be provided. The X-Panel is a web portal to the control system and provides visibility of room(s) status, monitoring, and remote control capability.

- **Equipment Rack & Accessories:**

All non-touch equipment shall be rack mounted within new equipment racks to be located within 2nd Floor Server Room.

- **Large Conference Rooms: 128, 130, 136, 137, 140, 233**

- **Display System:**

The Large Conference Rooms shall feature a single 80" interactive touch flat panel display per room. The interactive touch panel has an on-board PC with software for annotation and collaboration. The flat panel shall have capability of displaying the following video sources: one (1) local wired input for presentations, one (1) wireless presentation system input, one (1) local PC, and Cable TV input.

- **AV System:**

A separate routing video switcher and distribution system shall be installed within new equipment racks to be located in the 1st Floor HOT EOC and 2nd Floor IDF Closet for each room. Signals from the switcher shall be via Cat6 with extender to the display. For video conferencing, a pan/tilt/zoom camera shall be wall mounted under the display in each room. The camera shall connect to an AV-Bridge for USB connection to local PC for soft-conferencing from third party application (WebEx, Skype, Zoom etc...).

- **Audio System:**

The rooms shall include ceiling speakers for proper room audio reinforcement. Amplifiers and DSP (digital signal processor) with VoIP interface shall be included for audioconferencing. A ceiling mounted microphone array shall be installed within T-Bar ceiling tile and provide audio voice lift for audioconferencing. The DSP shall be connected to the AV-Bridge via USB for soft video conferencing.

- **Control System:**

The audiovisual system shall be controlled via Crestron. A wireless iPad docking wall station shall be included for each room. Controls include master power on/off, display on/off, source video input select, presets for channel favorites, audioconferencing dialing page, pan/tilt/zoom camera controls, volume up, down and mute. The iPad shall be locked with administrator password for Crestron control only within the room.

- **Equipment Rack & Accessories:**

All non-touch equipment shall be rack mounted within new equipment rack to be located in either HOT EOC Equipment Closet or IDF Closet on the 2nd Floor depending upon room location.

- **Communication Room & JIC: 132 & 141**

- **Display System:**

The Communication Room shall feature two (2) 55" flat panel displays wall mounted on static mounts. The flat panels shall have capability of displaying the following video sources: one (1) local PC, and Cable TV input.

The JIC shall be as Large Conference Room design, with addition of two (2) 55" flat panel displays wall mounted on static mounts. The flat panels shall have capability of displaying the following video sources: one (1) local PC, and Cable TV input.

- **Offices & Open Space Areas:**

- **Display System:**

Each Office shall feature a single flat panel display to be wall or ceiling mounted on static mount. The flat panels shall have capability of displaying Cable TV input.

- **Audio System:**

The flat panel display speakers shall be used for audio reinforcement within the room.

- **Control System:**

The display shall be controlled via manufacturers supplied remote control.

- **Lobby:**

- **Display System:**

The Lobby shall feature a single 80" flat panel display to be wall mounted on a static mount. The flat panel shall be able to display the following sources; one (1) digital signage player for calendar of events and/or general information to be administered by ROC staff, and one (1) video input from the HOT EOC for overflow of events.

- **Audio System:**

A pair of vertically mounted soundbar speakers shall be installed on the display to provide audio reinforcement of program material to the room.

- **Control System:**

The display shall be controlled via digital signage player for scheduling of power on/off and generic signage content. The master controller within the HOT EOC shall be capable of toggling the display to present mirrored content from the HOT EOC.

- **Room Scheduling System:**

- **Display System:**

The Large Conference Rooms and Surge Training within Operations shall feature a 7" room scheduling touch panel to be mounted on the outside wall. The touch panels shall be scheduled via Exchange Server and notify users of room availability.

- **Equipment Racks & Accessories:**

All non-touch equipment shall be rack mounted in vertical equipment racks properly secured to floor within the 1st Floor Hot EOC and 2nd Floor IDF Closet. A local video monitor and 10" touch panel shall be provided within the HOT EOC and 2nd Floor Server Room equipment racks for viewing of router signals and system control.

Crestron Certified Design:

This scope of work and system design has been certified by Crestron which includes the following features:

- An end-point to end-point Crestron validated design, engineered to ensure premium performance using Crestron products from the below categories wherever possible:
 - Control System and related accessories
 - AV-Distribution/Switching
 - Remote/endpoint transmitters and receivers
 - Audio control and sound reinforcement
 - Enterprise building scheduling system software including associated touch screens and accessories
 - Cables and wiring
- Extended 5-year warranty
- 3-Year DM-MD64x64 Extended Service Plan Option
 - Expedited and extended service plan which covers the DM switcher for a period of three years (with extensions available as well)
 - In the event of malfunction, Crestron will ship a replacement frame within two (2) business days of notification. Crestron may dispatch technical staff to location for diagnosis and/or repair as necessary.

The Crestron Certified Design ensures a complete system that offers the above incentives. Considerations for system redundancies, expansion flexibility, warranty and service have been carefully planned by Spiritar and Crestron for a complete turnkey package.

Exclusions:

The following work is not included in our scope of work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and /or core drilling.
- Fire wall, ceiling, roof and floor penetration.
- Necessary sheet rock replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements and/or repair.
- Millwork (table cuts, moldings, trim, etc.)
- Painting and patching
- Permits (unless specifically provided for and identified within the contract).
- Data drops
- Crestron App is required for IPAD control and is to be provided by client.
- A server is required for running Crestron Fusion scheduling system and is to be provided by client.

NOTICE: This Scope of Work is delivered on the basis of the following Assumptions:

- The room(s) match the drawings provided
- Site preparation by the Customer and their contractors includes electrical and data placement per general contractor specification.
- Site preparation will be verified by general contractor project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by general contractor project manager.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multiple-day integration.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted)
- In developing a comprehensive proposal for equipment and integration services Spinitar's Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

Integration Project Management Processes

Spinitar will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Scope of Work and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Project Punch List / Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition (if purchased)

Knowledge Transfer (Training)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

ACCEPTANCE OF SCOPE OF WORK:

Name (Please Print): _____

Authorized Signature: _____

Date: _____

TECHNICAL SERVICES APPROACH



Spinitar provides a turnkey audiovisual system included but not limited to the following services:

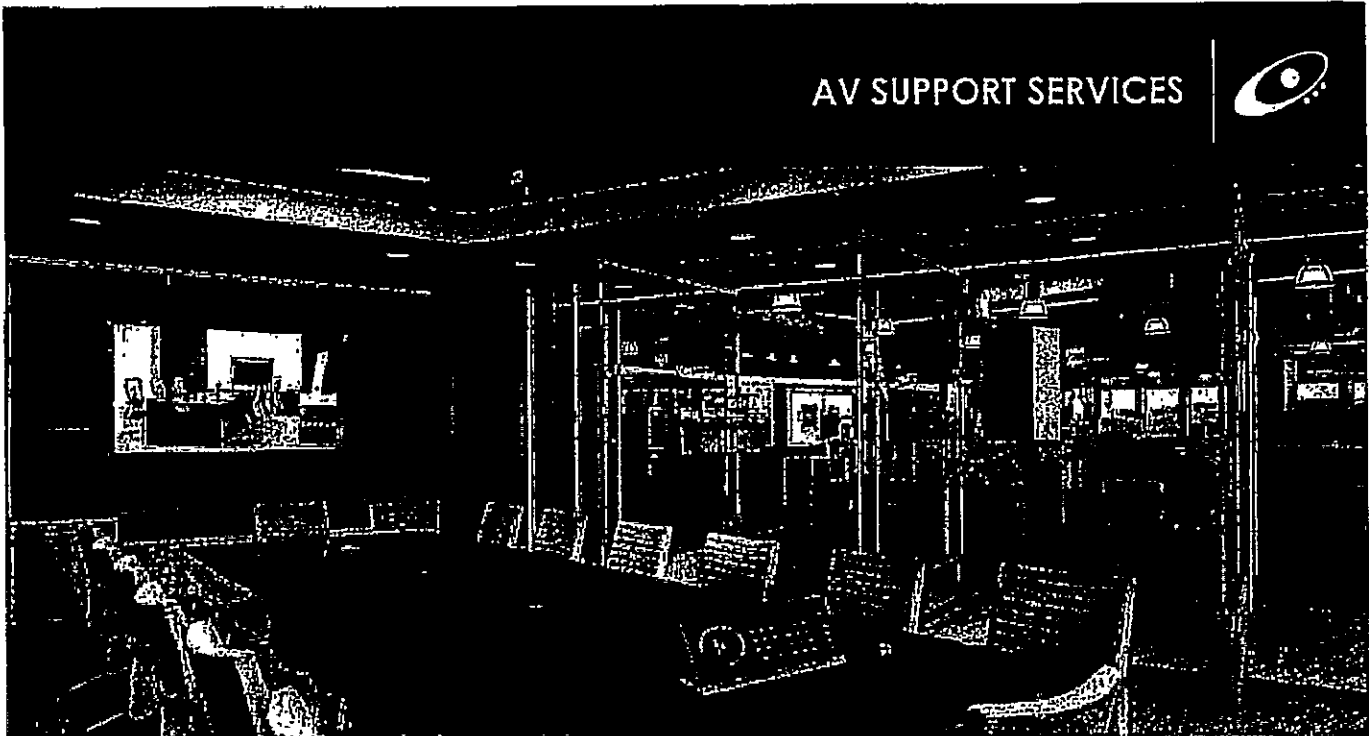
- **Design Engineering:**
 - Preparation of system functional interconnection diagrams, circuit details, equipment rack elevations and testing/commissioning of the system for optimal performance.
- **Project Management:**
 - Attends construction and client meetings throughout the duration of the project
 - Provides status reports
 - Develop project schedule and oversight of the Spinitar team
 - Oversee the training needs and documentation of the customer
 - Supervise end-user training on systems operation
 - Facilitate completion of final punch list items and close out package
- **Shop Installation:**

Labor performed in-house.

 - Racking of equipment, mounting equipment within rack and wiring interconnects
 - Testing components within rack for proper operation and custom wall plates and/or custom electronic devices, etc.
- **Field Installation:**

Labor performed on the job site.

 - Pulling, labeling and terminating cable with-in the room(s)
 - Mounting and terminating all wall plates
 - Installing structural systems for audiovisual equipment
 - Mounting equipment in millwork, walls, floors and/or ceilings
 - System level testing and de-bugging
 - Site cleanup and disposal, etc.
- **Programming:** Labor performed off-site to develop software programmed to specific approved design for human interface control of the audio-visual system.
 - Base program from function list
 - Base touch panel layout from drawings
 - Client-approved layout and functionality
 - Loading program and test functions (in-shop)
 - Modifying program to reflect field conditions.



Spinlitar, founded in 1986, is a leading systems design and integration firm dedicated to providing its clients with custom audio, visual and communication solutions and services. Spinlitar integrates custom audiovisual technology solutions across a wide array of market segments, including corporate, education and government.

Spinlitar's Service Department

We understand that investing in an audiovisual system for your organization is an important decision. Even more critical is properly and regularly maintaining your system to avoid a potential mishap that could cause personnel downtime and lost revenue opportunities. Spinlitar is pleased to have the largest dedicated in-house support team in the western U.S. Our support service professionals are manufacturer trained and industry certified to service your audiovisual and communication technology solution.

Spinlitar has a wide variety of service offerings, such as Maintenance and Support Agreements, AV Staffing, Remote Monitoring and Time-and-Materials Services. Allow us to provide a "quick response from talented folks who care about you"!



Workmanship

All workmanship is covered for a period of one year. Workmanship is defined by the work product Spinlitar stands behind in design and installation services. Within the first 30 days from beneficial use date, any visit to site has unconditional support and no charges will apply. After the 30 days expires, should a technician come to site and the issue is not covered by workmanship, there is a Time & Materials charge for the service call. Standard service calls are scheduled for a minimum of 2 hours. Labor rates are \$125.00/hour and travel is additional depending on distance. Travel is calculated door to door. Any return trips will incur the same charges.

SUMMARY OF SYSTEM INVESTMENT



The following is a summary of costs for each area of the project. The AV Equipment cost reflects all of the major components necessary to meet the project's functional goals. The Technical Services cost includes the Applications Engineering, Project Engineering, CAD, Project Management, Shop Installation and Field Installation Labor required for the project. Materials cost include the cable, connectors, plate, panels and miscellaneous incidental components required to integrated the AV equipment into the final system.

SMC ROC AV System:

Equipment & Materials:	\$1,071,805.47
Freight & E-Waste:	\$ 25,500.00
Technical Services:	\$ 400,900.00
Sales Tax:	\$ 97,055.48
<u>Total:</u>	<u>\$1,595,260.95</u>

PSC Video Wall Option:

Equipment & Materials:	\$ 433,671.36
Freight & E-Waste:	\$ 8,150.00
Technical Services:	\$ 78,710.00
Sales Tax:	\$ 40,169.62
<u>Total:</u>	<u>\$ 560,700.98</u>

PROJECT GRAND TOTAL: \$2,155,961.93

STANDARD PAYMENT TERMS

20% - deposit due upon notice to proceed

30% - due upon delivery of equipment to Spinitar warehouse and initiation of in-shop fabrication

30% - due upon successful completion of installation

20% - due upon successful client sign off

Invoices will be submitted in accordance with standard terms.



Spinitar is committed to improving how our clients present, receive and exchange important information in their communication environments. We have the experience and expertise to provide the County of San Mateo with multimedia systems that will serve as models for innovative presentation environments.

The Spinitar team looks forward to working with you on this project.

Sincerely,

SPINITAR

Greg Goddard

Account Manager

Client Approval

Name/Title (please print)

Date:

EXHIBIT A-2

September 14, 2018

Hourly Labor Rates for all technical services categories:

System Design	\$150.00
CAD Drawing	\$75.00
Field Installation	\$120.00
Testing & Commissioning	\$150.00
Programming	\$150.00
Project Management	\$110.00
Customer Training	\$120.00

End of Exhibit A-2

RESOLUTION NO. 076005

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

*** * * * ***

RESOLUTION AUTHORIZING THE DIRECTOR OF THE PROJECT DEVELOPMENT UNIT OR HIS/HER DESIGNEE, TO EXECUTE AN AGREEMENT WITH PRESENTATION PRODUCTS, INC., DBA SPINITAR TO DESIGN AND INSTALL THE AUDIO VISUAL SYSTEMS FOR THE REGIONAL OPERATIONS CENTER IN AN AMOUNT NOT TO EXCEED \$2,155,962.

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

WHEREAS, on October 20, 2015, the Board approved a Design/Build Agreement with McCarthy Building Company for the construction of the Regional Operations Center (ROC); and

WHEREAS, demolition of existing buildings at the site began in 2016 and concluded in the late summer of 2017, groundwork was completed in January 2018, and a topping out ceremony was held on May 9, 2018; and

WHEREAS, owing to the nature of the services provided within the facility, the ROC requires a complex and specialized audio-visual system that is scalable, reliable, adaptable, and easily serviceable; and

WHEREAS, the audio-visual system to be installed at the ROC includes those features necessary for effective ongoing and emergency operations; and

WHEREAS, the equipment and services that comprise the Agreement with Spinitar were procured utilizing the United States General Services Agreement, Cooperative Purchasing Program, Schedule 84 (Security, Fire, and Law Enforcement), accessible to local entities pursuant to federal law; and

WHEREAS, this purchase agreement has been reviewed and approved by the Procurement Division; and

WHEREAS, County Counsel has reviewed and approved the Resolution as to form; and

WHEREAS, executing this agreement contributes to the Shared Vision 2025 outcome of Colloborative Community by reducing the amount it would cost for new construction; and

WHEREAS, Funding for this purchase is provided in the Regional Operations Center \$58,000,000 project budget funded by Measure K.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors adopt a resolution authorizing the Director of the Project Development Unit, or his/her designee, to execute an agreement with Presentation Products, Inc., DBA Spinitar to design and install the audio-visual systems for the Regional Operation Center (ROC) in an amount not to exceed \$2,155,962.

* * * * *

RESOLUTION NUMBER: 076005

Regularly passed and adopted this 10th day of July, 2018

AYES and in favor of said resolution:

Supervisors:

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

DAVID J. CANEPA

NOES and against said resolution:

Supervisors:

NONE



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Deputy Clerk of the Board of Supervisors