

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **VMI, Inc.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide all Labor, Materials, Equipment and Installation for the HD Upgrade to the City Council Control Room and Chambers per RFP S-1277.
2. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall from full execution of the contract until completion of the project. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Proposal Pricing which is attached as Attachment "B" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Commencement and Completion.** CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within FOURTEEN (14) calendar days, excluding delays caused or authorized by the CITY. The completion dates shall include any material/parts/equipment delivery.
3. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment "A", and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
4. **Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 2 herein, plus the allowance made for delays or extensions authorized by the CITY, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree

that CONTRACTOR will pay to CITY the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

5. **Compensation.** CONTRACTOR shall be compensated as follows:

- 5.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Fourteen Thousand One Hundred Seventy Six Dollars and 63/100 (\$114,176.63), payable in arrears and in accordance with Proposal Pricing form, Attachment "B". All work shall be in accordance with RFP No. S-1277.
- 5.2 **Payment** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in PROPOSAL PRICING FORM, Attachment "B". For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in PROPOSAL PRICING FORM, Attachment "B. All work shall be in accordance with RFP. No. S-1276.
- 5.3 **Records of Expenses.** CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 5.4 **Termination.** CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

6. **Insurance Requirements.**

- 6.1 **COMMENCEMENT OF WORK.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.

- 6.2 WORKERS COMPENSATION INSURANCE For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law provide Employers Liability in an amount not less than \$1,000,000.
- 6.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- 6.4 BONDS. For projects of more than \$25,000.00 CONTRACTOR shall post performance and labor and material bonds for 100% of the amount in Section 5.1 of this Agreement.

An **On-Going and Completed Operations Additional Insured Endorsements** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (c) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary and non-contributory as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

7. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR
8. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
9. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
10. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
11. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (CONTRACTOR)
VMI, Inc.
Attention: Jennifer Dorsa, Vice President
211 E. Weddell Drive
Sunnyvale, CA 94089
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840

12. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
13. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
14. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.
15. **Time of Essence.** Time is of the essence in the performance of this Agreement.
16. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
17. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
18. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the Prevailing Wage Law, including the payment of the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code

Section 1776 and the implementing administrative regulations. CONTRACTOR shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3) and shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2). Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.

19. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR's responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

20. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

**"CITY"
CITY OF GARDEN GROVE**

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

**"CONTRACTOR"
VMI, Inc.**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

ATTACHMENT "A"
SCOPE OF WORK
RFP No. S-1277

**Provide all Labor, Materials, Equipment and Installation for the HD
Upgrade to the City Council Control Room and Chambers**

SECTION I – SCOPE OF WORK

The City of Garden Grove is seeking a highly qualified licensed contractor with a minimum of five (5) years of experience installing equipment similar to those requested in this RFP/Scope of Work for other government agencies.

The project requires the contractor to upgrade the current City Council television control room and chambers room from standard-definition to high-definition video. The successful proposer will be required to remove the current standard definition equipment, replace it with new high definition components, replace wiring where needed, integrate the system and provide adequate training. It also requires that a fifth camera be added to current the 4-camera system. A computer interface will need to be added to the control room integrating with the new switcher and current audio board. All current capabilities that are present with the current system will need to be maintained in the new one with the HD upgraded capability. This includes character generator, roll-in capability and redundant program recording capability. The new system would need to be adapted down to feed the Cable Channel 3 on Spectrum Cable which is analog standard definition and it would need to digitally feed the live streamed YouTube channel, youtube.com/gardengrovetv3. This would also be an upgrade of the programming equipment which feeds the cable and YouTube channels. The control room feeds 2 HD monitors in the council chamber and 1 HD monitor in an additional room. The control room is currently connected for video and sound in both directions with that room and 2 others for a total of three (3) additional. The City requires that the Clear-Com intercom connectivity be maintained to the 3 additional rooms and reestablished to the council chambers City Clerk desk.

Proposers must include all equipment manuals, diagrams and related paperwork that come with the individual components.

All proposers are required to submit a proposal for the brand of equipment specified in the above Equipment List. Alternates brands are NOT being accepted for this project.

The successful proposer must meet all requirements as specified in this Request for Proposal and any addenda to follow. Those proposals that do not meet the City's requirements may be deemed as non-responsive.

ATTACHMENT "A"
SCOPE OF WORK
RFP No. S-1277

SECTION II-PROPOSAL REQUIREMENTS

- Provide the lead-time for all equipment on the equipment list above and any other equipment that is necessary to install the system.
- The successful proposer will be required to install the equipment within 14 working days from the time the equipment is received.
- There is no specific format for Attachment B-Proposal pricing however the proposal pricing submitted shall be labeled as Attachment B-Proposal Pricing and must include all of the following or the proposal may be deemed as non-responsive at the City's discretion.
 1. Provide pricing for all items on the equipment list and any other parts or equipment that are necessary to install the camera system. Pricing shall be all inclusive and include sales tax (8.75%) as well as any other fees such as shipping, etc. The City will not consider any additional charges that are not included in the Proposal Pricing.
 2. Provide pricing of maintenance program (length of program and what is included) and on-call repairs.
 3. Provide pricing for all software upgrades, if applicable. The contractor must install the most recent version of the software and to upgrade it if any updates are released within one year of the project completion date.
 4. Provide pricing and information on the warranty period for parts and installation.
 5. Provide a detailed cost breakdown of the labor for installation and integration.
 6. Provide pricing and information for training on the new system. The dates must be flexible to accommodate various schedules.
 7. Provide pricing for any additional costs or equipment not specified in the Scope of Work. Please include a cost break down of how these additional costs are calculated.
 8. Provide pricing for the removal and disposal of existing equipment, if applicable.
 9. Page 26 must be signed and included as part of Attachment B-Proposal Pricing.

**ATTACHMENT "A"
SCOPE OF WORK
RFP No. S-1277**

SECTION III- EQUIPMENT LIST

| Garden Grove City Council HD Upgrade -Equipment List | | |
|---|---|--|
| Qty | Part Number | Description |
| 4 | Panasonic AW-HE42KPJ | Full-HD PTZ Camera with 3G-SDI, Black |
| 4 | Panasonic 40WMK HE42 | Wall Mount |
| 1 | Panasonic AW-UE4KPJ AW-UE4 | Wide Angle 4K PTZ Camera |
| 1 | Panasonic -4WMK UE4 | Wall Mount |
| 1 | Panasonic AW-RP150GJ | Remote Camera Controller with Advanced Joystick Controller |
| 1 | Panasonic AW-PS551P | 12VDC Power Supply |
| 1 | NEC E437Q | 43" 4K UHD Display with Integrated Tuner |
| 1 | Stampede MPF | Professional Flat Mount |
| 1 | JVC DT-V21G2Z | 21.5" Broadcast Field/Studio Monitor |
| 1 | Netgear GS710TUP | 10 Port Manageable 3-Layer Ethernet Switch |
| 1 | Laguna, Custom | Console One "Delta" 16" Deep Pedestal Base Console 6-Bays |
| 1 | ClearCom CS702 | 2-Channel Compact Main Station |
| 1 | ClearCom FLY-7 | Call Signal Flasher |
| 1 | ClearCom KB-710 | Single-Channel Remote Speaker Station |
| 1 | For-A HVS-100 Type A | Hanabi 1M/E Switcher including HVS-100OU |
| * | 12-Button Operation Unit, HVS-100EXP3G SDI Upgrade, HVS-100ED | |
| * | Editor Interface Software | |
| 1 | For-A HVS-100PCI | 1x HDMI and 1x HDMI VGA Input Card with F/S |
| 1 | For-A HVS-100DO | Additional 2x HD-SDI Output Card |
| 1 | For-A HVS-100DI-A | 4 SDI Input Card with 4 x F/S & 2x Resize Engine |
| 1 | For-A ClassX RackMt-C | Complete Turnkey 1U Rack Chassis Hardware with Installed - ClassX LiveBoard HD Bundled with CG Edit Suite (More CG + CastaliaCG) |
| 1 | For-A HVS-AUX16A | LAN Based 16x1 Aux Control Unit |
| 1 | For-A HVS-100PSM | Redundant Power Supply for Main Unit |
| 1 | For-A HVS- | Redundant Power Supply for Operation Unit |
| 1 | Decimator | DECIMATOR 2 3G/HD/SD-SDI to HDMI Converter with de-embedded analog audio |
| 1 | D-Link DSS-16+ | Express EtherNetwork Switch |

| | | |
|---|-------------------------------------|---|
| 1 | Aja OG-X-FR | OpenGear Frame |
| 2 | Aja OG-3G-AMA | 3G-SDI 4-Channel Analog Audio Embedder/Disembedder |
| 1 | Ross SPG-8260-R2 | Sync Pulse Generator |
| 1 | Ross ADA-8405-C-R2C | Analog Audio and Timecode DA |
| 1 | Ross UDA-8705A-R2L | Analog Video Utility DA with 20-Slot Frame Rear Module |
| 1 | Aja V2Digital | Analog Video to HD/SD-SDI Mini Converter |
| 1 | Aja V2Analog | Digital Video to Analog, HD/SD Converter |
| 1 | Aja Hi5 | HD/SD SDI to HDMI Mini Converter |
| 1 | Aja KUMO 1616 | Compact SDI Router |
| 1 | Aja KUMO CP | 1RU Hardware Control Panel |
| 1 | Aja Helo | H.264 HD/SD Recorder and Streaming Appliance |
| 1 | Aja Ki Pro GO | Multi-Channel H.264 Recorder |
| 1 | Aja KPU-SHELF | 2RU Shelf |
| 1 | Leightronix UltraNEXUS-HD X2 | Network-Managed HD/SD Automation Controller and Digital |
| * | Server (Recorder/Player) | |
| 2 | APC SMX2200RMLV2U | Smart-UPS X 2200VA Rack/Tower LCD 100-127V |
| 2 | APC SMX120RMBP2U | Smart-UPS X 120V External Battery Pack Rack/Tower |
| 1 | CAD Design As-Built Diagram | |
| 1 | Labor | |
| 1 | Cables, Connectors, Hardware & Part | |
| 1 | For-A | Switcher Training |
| 1 | For-A | Class-X Training |
| 1 | For-A | Class-X Training |

NOTE: All proposers are required to submit a proposal for the brand of equipment specified in the above Equipment List. Alternates brands are NOT being accepted for this project.

ATTACHMENT "A"
SCOPE OF WORK
RFP No. S-1277

SECTION IV: PREVAILING WAGE AND DIR REQUIREMENTS

1. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide Department of Industrial Relations Registration Numbers for the General Contractor **and** all Sub-Contractors listed in your proposal.
4. Prevailing wages are required for this project as defined by Labor Code, section 1771. Per Labor Code, Section 1773.2, copies of the prevailing rate of per diem wages are on file with the City and will be made available to any interested party upon written request.

SECTION V: OTHER REQUIREMENTS

1. All Proposers must provide a valid copy of a Class A-General Engineering Contractor **AND/OR** a State of California C7-Low Voltage Systems license and be in good standing.
2. All proposers are required to be in compliance with the City's insurance and bond requirements if selected as the successful proposer. Insurance and bond requirements for this project can be found in Appendix B of this document.



VMI, Inc.
Broadcast and AV Solutions
Sales - Service - Rental - Design & Installation
211. E Weddell Dr.
Sunnyvale, CA 94089

CITY OF GARDEN GROVE

RFP No. S-1277

Attachment B

Proposal Pricing

www.vmivideo.com

CA License #995912
CA Sm. Business #1130920

SF Bay Area
408-745-1700
415-362-1330

Sacramento Area
916-369-6911

Southern California Area
714-894-6100

Western Washington Area
425-778-1330

Eastern Washington
509-532-0118

**PROPOSAL PRICING
RFP NO. S-1277
CITY COUNCIL HD UPGRADE
"ATTACHMENT B"**


THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY

GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL: The undersigned having carefully examined the Plans and Specifications to: Provide all Labor, Materials, Equipment and Installation for the HD Upgrade to the City Council Control Room and Chambers. HEREBY PROPOSE to furnish all labor, materials and transportation, and do all the work required to complete work in accordance with the Scope of Work.

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations.

BY:  562-477-4232
(Signature) Telephone Number
JOHN O'DONOVAN
(Type or Print Name)
ACCOUNT MANAGER
(Title)
jodonovan@vmivideo.com
(Email Address)
VMI Inc
(Company Name)



VMI
 BROADCAST AND
 PROFESSIONAL VIDEO
 www.vmivideo.com

11258 Monarch Street Unit A Garden Grove, CA 92841 * 714.894.6100 fax 714.894.6110

Date: 3/4/21

RFP No. S-1277

To:

City of Garden Grove (Account Code: CITYGAR)
 11222 Acacia Parkway
 Garden Grove CA 92840

Attn: Sandra Segawa

Phone: 714-741-5050

From: John O'Donovan

Re:

| Qty. | Make | Model | Description | Unit Price | Extension |
|------|-----------|-----------------|---|------------|-----------|
| 4 | Panasonic | AW-HE42KPJ | Full-HD PTZ Camera with 3G-SDI, Black | 3750.00 | 15000.00 |
| 4 | Panasonic | 40WMK | HE42 Wall Mount | 195.00 | 780.00 |
| 1 | Panasonic | AW-UE4KPJ | AW-UE4 Wide Angle 4K PTZ Camera | 990.00 | 990.00 |
| 1 | Panasonic | -4WMK | UE4 Wall Mount | 135.00 | 135.00 |
| 1 | Panasonic | AW-RP160GJ | Remote Camera Controller with Advanced Joystick Controller | 4150.00 | 4150.00 |
| 1 | Panasonic | AW-PS551P | 12VDC Power Supply | 685.00 | 685.00 |
| 1 | NEC | E437Q | 43" 4K UHD Display with Integrated Tuner | 675.00 | 675.00 |
| 1 | Stampade | MPF | Professional Flat Mount | 55.00 | 55.00 |
| 1 | JVC | DT-V21G2Z | 21.5" Broadcast Field/Studio Monitor | 2950.00 | 2950.00 |
| 1 | Netgear | GS710TUP | 10 Port Manageable 3-Layer Ethernet Switch | 715.00 | 715.00 |
| 1 | Laguna | Custom | Console One "Delta" 16" Deep Pedestal Base Console -6 Bays | 11850.00 | 11850.00 |
| 1 | ClearCom | CS702 | 2-Channel Compact Main Station | 980.00 | 980.00 |
| 1 | ClearCom | FLY-7 | Call Signal Flasher | 370.00 | 370.00 |
| 1 | ClearCom | KB-710 | Single-Channel Remote Speaker Station | 370.00 | 370.00 |
| 1 | For-A | HVS-100 Type A | Hanabi 1M/E Switcher Includes: HVS-100OU 12 Button Operation Unit, HVS-100EXP3G SDI Upgrade, HVS-100ED Editor Interface Software | 7895.00 | 7895.00 |
| 1 | For-A | HVS-100PCI | 1x HDMI and 1x HDMI VGA Input Card with F/S | 1400.00 | 1400.00 |
| 1 | For-A | HVS-100DO | Additional 2x HD-SDI Output Card | 1400.00 | 1400.00 |
| 1 | For-A | HVS-100DI-A | 4 SDI Input Card with 4 x F/S & 2x Resize Engine | 1400.00 | 1400.00 |
| 1 | For-A | ClassX HD-Pkg C | Complete Turnkey 1U Rack Chassis Hardware with installed: ClassX LiveBoard HD bundled with CG Edit Suite (MoreCG + CastaliaCG) | 8230.00 | 8230.00 |
| 1 | For-A | HVS-AUX16A | LAN Based 16x1 Aux Control Unit | 885.00 | 885.00 |
| 1 | For-A | HVS-100PSM | Redundant Power Supply for Main Unit | 675.00 | 675.00 |
| 1 | For-A | HVS-100PSO | Redundant Power Supply for Operation Unit | 400.00 | 400.00 |
| 1 | Decimator | DECIMATOR 2 | 3G/HD/SD-SDI to HDMI Converter with | 345.00 | 345.00 |

| | | | | |
|----------------|------------------|---|----------|----------|
| | | De-Embedded Analog Audio | | |
| 1 D-Link | DSS-16+ | Express EtherNetwork Switch | 55.00 | 55.00 |
| 1 Aja | OG-X-FR | openGear Frame | 1450.00 | 1450.00 |
| 2 Aja | OG-3G-AMA | 3G-SDI 4-Channel Analog Audio Embedder/ Disembedder | 795.00 | 1590.00 |
| 1 Ross | SPG-8260-R2 | Sync Pulse Generator | 2050.00 | 2050.00 |
| 1 Ross | ADA-8405-C-R2C | Analog Audio and Timecode DA | 400.00 | 400.00 |
| 1 Ross | UDA-8705A-R2L | Analog Video Utility DA with 20-Slot Frame Rear Module | 310.00 | 310.00 |
| 1 Aja | V2Digital | Analog Video to HD/SD-SDI Mini Converter | 315.00 | 315.00 |
| 1 Aja | V2Analog | Digital Video to Analog, HD/SD Converter | 315.00 | 315.00 |
| 1 Aja | HI5 | HD/SD SDI to HDMI Mini Converter | 360.00 | 360.00 |
| 1 Aja | KUMO 1616 | Compact SDI Router | 1815.00 | 1815.00 |
| 1 Aja | KUMO CP | 1RU Hardware Control Panel | 540.00 | 540.00 |
| 1 Aja | Helo | H.264 HD/SD Recorder and Streaming Appliance | 1145.00 | 1145.00 |
| 1 Aja | Ki Pro GO | Multi-Channel H.264 Recorder | 3550.00 | 3550.00 |
| 1 Aja | KPU-SHELF | 2RU Shelf | 75.00 | 75.00 |
| 1 Leighttronix | UltraNEXUS-HD X2 | Network-Managed HD/SD Automation Controller and Digital Video Server (Recorder/Player) | 8850.00 | 8850.00 |
| 2 APC | SMX2200RMLV2U | Smart-UPS X 2200VA Rack/Tower LCD 100-127V | 1450.00 | 2900.00 |
| 2 APC | SMX120RMBP2U | Smart-UPS X 120V External Battery Pack Rack/Tower | 880.00 | 1760.00 |
| 1 VMI, Inc. | | CAD Design As-Built Diagram | 1500.00 | 1500.00 |
| 1 VMI, Inc. | | Labor (no electrical) | 10000.00 | 10000.00 |
| 1 VMI, Inc. | | Cables, Connectors, Hardware, Parts | 1275.00 | 1275.00 |
| 1 For-A | | Switcher Training | 1250.00 | 1250.00 |
| 1 For-A | | Class-X Training | 1250.00 | 1250.00 |

Notes:

- This system has not been engineered by VMI and is subject to change upon formal design. Changes, additions, etc. will usually require a Change Order that may change the cost.
- Quote(s) are valid for thirty (30) days.
- FOB: Origin. Freight not included.
- Minimum 25% restocking fee on all returns, if approved.

| | |
|--------------|------------------|
| Taxable | 104990.00 |
| Non Taxable | |
| Shipping | |
| Sub Total | 104990.00 |
| Tax | 8.75% 9186.63 |
| TOTAL | 114176.63 |

NOTES:

Certified CA Small Business Supplier #1130920
 Contractor License #995912
 California State Electronic Waste Recycling Fee will be charged on all monitors.
 DIR: 1000024698



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- Lead time is 1 week to 10 days ARO
- Removal and disposal of existing equipment is included in this proposal.
- VMI is providing one (1) day of system training, one (1) day of For-A training and one (1) day of Class-X training.
- Warranty Information (major components)

Panasonic: Included with the purchase of your Panasonic professional video product, the standard warranty covers one-year of replacement parts and labor costs due to defects in materials or workmanship which occurs during normal use. You'll be able to utilize our US-based toll-free hotline for support and take advantage of a five-day repair turnaround time (exclusive of shipping) if an in-warranty repair is authorized by Panasonic. For further information on limits and exclusions from coverage, please consult the information below as well as the "Limited Warranty" documentation that came with your product. NOTE: Panasonic offers a 5 year total standard service bumper to bumper additional premium protection at \$625/ cameras or controller. Details available on request.

ClearCom: All Clear-Com brand systems and products, including wired and wireless belt packs, have a Limited Warranty of two years, with the exception of headsets, handsets, microphones, batteries, UHF wireless IFB products, and the following Wireless products: AC850 Charger, BAT850, BAT41, BAT50, BAT60 batteries, S-Mount, HS12, remote antenna cables, SP10 Speaker, XLR Adapters and HS20-2 headsets have a Limited Warranty of one year. Cables, accessories, components & consumable items have a Limited Warranty of 90 days.

For-A: To the extent permitted by local law mandatorily applicable, each Seller guarantees to its End-user Customer that it will, at its option and at its cost, repair, or refund the End-user Customer's purchase price of the relevant FOR-A Product that manifest a defect in materials or workmanship claimed by the End-user Customer to the Seller during the period of one (1) year from the date of the Seller's invoice in respect of the relevant FOR-A Product (the "Limited Warranty Period").



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Aja: AJA Video warrants that the hardware product, not including storage modules or software components, will be free from defects in materials and workmanship for a period of five (5) years from the date of purchase. AJA Video warrants that the storage modules provided as part of the hardware product will be free from defects in materials and workmanship for a period of one year from the date of purchase.

Leightronix: The purchase of any UltraNEXUS-HD series product comes with an automatic 5 year warranty, firmware/software updates, and support for the life of the product at absolutely no extra cost.

NEC: 3 Years

JVC: 1 Year parts and labor

Ross: warrants its switchers and related options, to be free from defects under normal use and service for a period of ONE YEAR from the date of shipment.

Decimator: warrants that this product will be free from defects in materials and workmanship for a period of 36 months from the date of purchase.

D-Link: warrants its hardware products to be free from defects in workmanship and materials, under normal use and service, for three (3) years from the date of purchase from D-Link or its Authorized Resellers.

Netgear: Warranty for products with ProSAFE Limited Lifetime Warranty, except for Fully Managed Switches, ends five years after the product is listed as "End of Life". To receive warranty entitlement for your NETGEAR Business products (www.netgear.com/business), you MUST register your product through <https://www.netgear.com/mynetgear> or <https://insight.netgear.com> or the NETGEAR Insight app (available on the Google Play store or the Apple App Store) within 90 days of purchase.

APC: Back-UPS UPS have a have a Three Year warranty on the UPS hardware and Battery. The Warranty period starts at the date of original purchase. When requesting warranty service we may ask for proof of purchase if we are unable to verify warranty eligibility through other means. Within the first 30 days after purchase warranty replacements will be new units. After the first 30 days they will be refurbished product unless a refurbished unit is not available. All refurbished units include a new battery and meet all factory fresh specifications. Battery issues will be addressed with a replacement battery and not a full UPS.



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All labor and equipment of the installed audio and visual systems (including all hardware and software, including updates) shall be covered for the period of 1 year, during which time, Integrator shall arrange for pickup, repair and delivery of all newly installed or related integrated devices or systems that fail to operate correctly.

A system failure of any nature within the first year after system acceptance shall be corrected by the Systems Integrator with minimal assistance by the City or its technical designees. The Systems Integrator will respond by phone within 4 hours of initial contact by the City between normal business hours. System repairs will be completed and system issues resolved at least 24 hours prior to the next nearest scheduled meeting. In the case where repairs cannot be completed with 24 hours prior to the next meeting, the firm is to provide temporary measures with no less functionality.