

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH MARK LATIMER & ASSOCIATES, INC.,
DBA CODA TECHNOLOGY GROUP
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ___ day of _____, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and Mark Latimer & Associates, Inc. doing business as (dba) Coda Technology Group, a California Corporation, ("Contractor").

RECITALS

- A. City desires to contract for the purchase, installation and training for a broadcast and playback media equipment rack.
- B. City desires to retain a qualified contractor to conduct the services described above in accordance with the terms of this Agreement.
- C. Contractor represents to City that it is fully qualified to conduct the services described above.
- D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Contractor's Best and Final Proposal"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. TIME FOR PERFORMANCE

The services described herein shall be provided in accordance with the schedule, set forth in the Contractor's Best and Final Proposal. Contractor shall devote such time and effort to the performance of services as is necessary for the satisfactory and timely

performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

3. STANDARD OF PERFORMANCE

Contractor shall perform all services required under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's occupation in California. All products and services of whatsoever nature that Contractor provides to City pursuant to this Agreement shall conform to the standards of quality normally observed by persons currently practicing in Contractor's occupation, and shall be provided in accordance with any schedule of performance specified in Exhibit A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, at any time during the term of this Agreement, desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

4. COMPENSATION

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$161,003.14. The Chief Financial Officer is authorized to pay all proper claims from Charge Number 001730-5583-02066.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

a. **Billable Rates.** Contractor shall be paid for the performance of services at unit prices identified, as set forth in Exhibit A.

b. **Payments.** Payments will be delayed where Contractor fails to provide the information required under subsection c. below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. **Invoices.** Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice and for failure to

maintain current insurance information with the City in accordance with insurance requirements hereunder. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or Contractor's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d. **Business Taxes.** Contractor shall pay to the City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

6. TERM, SUSPENSION, TERMINATION

- a. The term of this Agreement shall for a period of one year.
- b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Contractor. If City gives such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement, City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination. In this regard, Contractor shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement.

7. TERMINATION OF AGREEMENT FOR DEFAULT

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of Insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

8. INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same results from or arises out of the performance of this Agreement by Contractor, its officers, employees, agents, or sub-contractors, excepting only that resulting from the sole, active negligence or intentional misconduct of City, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employees' benefits acts. The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement.

Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

10. LEGAL REQUIREMENTS AND PERMITS; NONDISCRIMINATION

a. Legal Requirements and Permits. Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

b. Non-Discrimination. With respect to the provision of goods or services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of

assignment duly executed by Contractor, which shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

12. BINDING EFFECT

This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties, subject to the provisions of Section 11, above.

13. RETENTION OF RECORDS

Contractor shall be required to retain any records necessary to document the charges for the services to be performed under this Agreement and make such records available to the City for inspection at the City's request for a period of not less than four (4) years.

14. ENTIRE AGREEMENT

This document, including all Exhibits and Attachment One, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Santa Rosa City Code.

15. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. WAIVER

Neither City acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

17. ENFORCEMENT OF AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

18. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

19. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided

elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 19 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

20. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City

Brandalyn Tramel
Purchasing Agent
631 First Street, 2nd Floor
Santa Rosa, California 95404
Phone: (707) 543-3706
Fax: (707) 543-3723

Contractor

Mark Latimer
President & CEO
1370 Redwood Way
Suite C
Petaluma, CA 94954
707-795-3522

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA

a Municipal Corporation

Mark Latimer & Associates Inc.,
Dba Coda Technology Group

TYPE OF BUSINESS ENTITY:

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: Chris Coursey

Title: Mayor

Signatures of Authorized Persons:

By: Mark Latimer

Print Name: MARK LATIMER

Title: CEO & PRESIDENT

By: Eric P. Short

Print Name: ERIC P. SHORT

Title: CEO + VP

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

9997058982

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Contractor's Proposal BAFO



Coda Technology Group is pleased to submit the enclosed proposal and to provide outside recognition of its high quality of service, technical expertise and professionalism as an Audiovisual Provider of Excellence (APEX Company) through InfoComm International®. InfoComm International is the trade association for the audiovisual (AV) and information communications industries.

As an APEX company, our organization meets or exceeds requirements set forth in ANSI/INFOCOMM standards for the audiovisual industry. These standards, for system design and coordination, and system verification, show that our company can facilitate communication on all levels of a project, and most importantly, deliver a verified system that meets the client needs.

Established more than 30 years ago, InfoComm International's Certified Technology Specialist™ (CTS®) certification at all levels demonstrates audiovisual knowledge and skills. Certified individuals adhere to the CTS Code of Ethics and Conduct and maintain their status through continued education. Today, there are nearly 10,000 audiovisual professionals who have earned the CTS credential. Companies that have achieved APEX status have demonstrated a commitment to professional excellence by supporting employees who achieve and maintain individual InfoComm International certification credentials.

The CTS for general expertise in AV, the CTS®-D for specialization in AV design and the CTS®-I for specialization in AV Installation, set the standard for AV professional credentials. The CTS, CTS-D and CTS-I credentials are accredited (#0770) by the International Organization for Standardization's (ISO) United States representative, the American National Standards Institute (ANSI). ISO/IEC 17024 establishes a global benchmark for the certification of personnel.

The APEX program also requires proven customer satisfaction from our previous clients. Many of our clients have been in contact with InfoComm International's third party survey provider and have completed highly rated customer satisfaction surveys.

Coda Technology Group is proud to be among an elite group of professional companies. We stand behind our company's services, quality solutions, and customer orientation, and have pledged through InfoComm's Core Values Agreement to uphold a strict code of ethics and workmanship practices that we integrate into our daily routine. In this highly technical and complex arena, hiring knowledgeable AV professionals fosters a productive, efficient and effective project experience, mitigating problems and budget overruns.

Coda Technology Group's APEX status offers outside recognition of our staff's expertise and provides customers with confidence that their job will be undertaken and completed in the best way possible.

For more information on the APEX program, please visit www.infocomm.org/apex.



Strategic Media Systems and Communications Infrastructure for Your Modern Business

Coda Technology Group
Contractors for Professional Audiovisual Integration
1370 Redwood Way, Suite C. Petaluma, Ca. 94954
CA Contractor License #935420
www.coda-tech.com

City of Santa Rosa RFP 17-04 Best and Final Coda Responses

Thank you for the opportunity to provide this best and final proposal with the requested clarifications. In addition to those responses, we have also improved the holistic solution by providing 2 additional features to our design that are described below the clarified information.

Here are the responses to the review panel's requests for clarification.

1. Identify project timeline for delivery and set up of proposed rack system.
 - a. Upon receipt of the PO from the city the following timeline will occur.
 - i. Purchasing (current lead times are 2-3 weeks for all items)
 - ii. Shop drawings and engineering delivered 1 week
 - iii. Once equipment arrives pre-wire and rack testing in the shop 1 week
 - iv. Delivery and setup in control room 1 week
 - v. Testing, training 1 week
 - vi. TOTAL timeline of 6 weeks from receipt of PO to Go Live.
2. Identify a one day training cost for use of system.
 - a. One day on-site manufacturer training is already included as well as 2 day Coda on-site training.
3. Identify what is included in the Coda Labor Service Agreement; include any terms and conditions that may be applicable to the service Agreement.
 - a. The included Coda Service Agreement (SLA) includes same day remote and on-site support if called before 10am and next day on-site if after 10am. We support all of the manufacturer's warranties and cover all labor and shipping costs associated with any failed equipment in that period. Weekend support is best effort and guaranteed weekend support can be added for an additional cost of \$8,000 if requested. User error or miss-use calls are not charged unless they exceed 5 times within a period at which time they are billed at \$110hr.



Strategic Media Systems and Communications Infrastructure for Your Modern Business

Design Improvements to this Best and Final

- VOD (Video on Demand). While not a specific requirement of the RFP, it completes the solution and provides a much richer experience for web users who may have missed a live broadcast and would like to watch it on their computers or mobile devices. Many city community channels have this feature.
- Built-In Interstitials. While we do have the capability of external devices to be used as sources for interstitials as required by the RFP, we have provided built in Bulletin board and Interstitial capability into the system itself which can be customized to show scheduling, ect. This also is a part of the total remote scheduling and control platform solution as well and is available in our design for all 4 channels.

If these added features are not desired our original proposal can be referenced rather than this revised one.

Finally, all engineering and professional services to produce and deliver a full set of shop drawings which include wiring functional diagrams, network overview and spreadsheets, structural attachment details, updated existing council system drawings, and final as built documentation is and has been included in our original base proposal RFP response.

Thanks again for the opportunity and please don't hesitate to reach out and request additional information.

Thanks,

Mark Latimer, CTS-D, CTS-I
President, CEO

Mobile: (707) 235-7484

Direct: (707) 664-5120

Email: mlatimer@coda-tech.com

FAX (707) 795-3526



1370 Redwood Way, Ste C

Petaluma, California 94954-6511

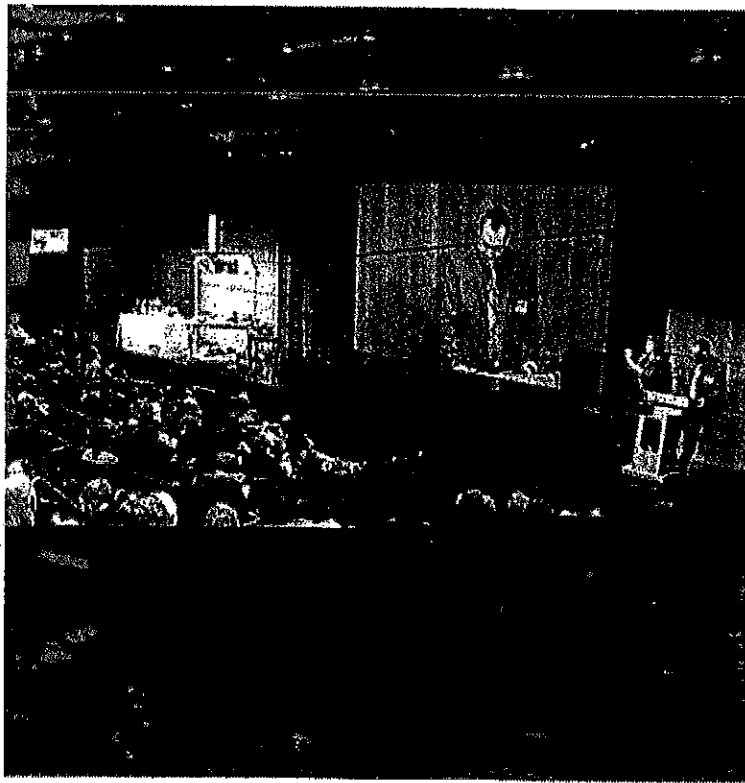
Please consider the environment before printing this email

www.coda-tech.com

Proposal

Channel Content

City of Santa Rosa



Presented By:

C O D A

CODA TECHNOLOGY GROUP

1370 Redwood Way
Suite C
Petaluma, CA 94954 USA
707-796-3522

InfoComm
International



Modified: 3/7/2017
Revision: 1

CODA TECHNOLOGY GROUP

City of Santa Rosa

Display Devices



1 **Datavideo TLM-170GR** \$1,324.29
17.3" HD/SD TFT LCD Monitor - 7U Rackmount Unit



1 **Datavideo TLM-702HD** \$1,220.00
2 x 7" HD/SD TFT LCD monitor with RGB 800 x 480 dot resolution

Display Devices Total: \$2,544.29

Video System

1 **Black Magic Designs VHUB 20 X20** \$2,280.00
The Blackmagic Design Smart Videohub is the world's first Ultra HD mixed format routers with built-in video monitoring and spin knob router control.



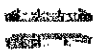
1 **Ensemble Designs BE41** \$267.86
BrightEye 41 Analog Video/AES/Tri-Level Sync Distribution Amplifier



1 **Ensemble Designs BE54** \$1,607.14
BrightEye 54 Sync Generator and Test Signal Generator



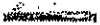
1 **Ensemble Designs BEPS6-RP** \$69.64
Redundant Power Supply for Spider



1 **Ensemble Designs BERKMT-Full** \$187.50
BrightEye Rack Mount kit for all BrightEye Products - includes Blank Panel Kit and Retainer Kit



1 **Extron SMP 352** \$8,564.29
The SMP 352 is a high performance streaming and recording processor for capturing and distributing RTMP streams to sites like YouTube, UStream and other internal and external viewers.



4 **Tightrope CBL-CG330-SDI** \$16,875.00
Carousel bulletin board configured for broadcast in a 1RU chassis. SDI and Composite outputs, genlock input, hardware accelerated graphics. All Carousel features as well as interface with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletins updated



4 **Tightrope CBL-CG330-SDI-HA** \$1,125.00
Annual Hardware Assurance contract for the CBL-CG-SDI. First 3 years are included with the purchase.

* Price Includes Accessories

Presented By: CODA TECHNOLOGY GROUP










Project Name: Channel Content

Project No.: CODA -1415

3/7/2017

Page 2 of 7

CODA TECHNOLOGY GROUP

	1	Tightrope CBL-FLEX4-32-HA Annual hardware assurance contract for the CBL-FLEX4-540-32. First 3 years are included with the purchase.	\$2,587.60
	1	Tightrope CBL-FLEX4-540-32 Cablecast Flex 4 Video Server - 32TB RAID5	\$37,125.00
	1	Tightrope CBL-FLEXLITE-340 2 channel configurable 1x1 or 0x2 SD/HD SDI encode/decode, multi-format server with 4TB of storage in a 1 RU chassis. Selectable SD or HD SDI with embedded audio. Includes Cablecast Automation and Carousel Server Software. Includes graphics, crawl, bug, bug text on output, 3 year hardware warranty a	\$16,671.43
	1	Tightrope CBL-FLEXLITE-HA Annual hardware assurance contract for the CBL-FLEXLITE-340. First 3 years are included with the purchase.	\$956.25
	1	Tightrope CBL-LIVE-330 Single channel H.264 HLS adaptive bit-rate live streaming server in a 1 RU chassis, Integrated into Cablecast's user interface and public web interface. Stream is controllable through Cablecast and may be disabled on a per show basis. Includes 3 year hardware warranty and 2 hours of remote installat	\$3,656.25
	1	Tightrope CBL-LIVE-330-HA Annual hardware assurance contract for the CBL-LIVE. First 3 years are included with the purchase.	\$226.00
	1	Tightrope CBL-PRO-HA Annual Hardware Assurance contract for the CBL-PRO series. First 3 years are included with the purchase.	\$450.00
	1	Tightrope CBL-SVR430 Web centric Cablecast head end automation system with Carousel Server software in a 1 RU chassis. Redundant power and RAID-1 OS drives. Includes 3 year hardware warranty and 2 hours of remote end user training and installation support.	\$6,750.00
	1	Tightrope CBL-SVR430-VOD Web centric head end automation system, integrated video bulletin board software and Cablecast VOD in a 3 rack unit chassis. H.264 VOD streaming to mobile devices and desktops. Independent automation control for SX servers or other devices, redundant power, 6TB RAID5 Content and 1 TB RAID1 sy	\$8,188.24
Video System Total:			\$107,486.10

Equipment Rack & Hardware

* Price Includes Accessories

Presented By: CODA TECHNOLOGY GROUP













Project Name: Channel Content

Project No.: CODA -1415

3/7/2017

Page 3 of 7

CODA TECHNOLOGY GROUP

	1	Middle Atlantic COMP-COOL50P Component Cooler, 50 CFM, w/Platform	\$247.69
	1	Middle Atlantic DWR-RR40 Rackrail, 10-32, 40 RU, DWR/EWR Series	\$79.40
	1	Middle Atlantic FC-4-1CA Proportional speed thermostatic fan control extends both equipment and fan life and reduces service calls by varying the fan speed of up to four fans based on temperature. The fan control includes 3 user selectable temperature ranges, a local on/off switch, status LEDs, and a temperature probe with	\$173.71
	1	Middle Atlantic LATCH Latch, UD Series Drawers	\$12.90
	1	Middle Atlantic PFD-40 Plexi Front Door, 40 RU Racks	\$462.11
	2	Middle Atlantic QTFP-2 Fan Panel, 100 CFM, Textured	\$240.22
	2	Middle Atlantic RLNK-SW220-NS Inline Power Module, 2 Outlet, 20A, Basic Surge w/Sequencing	\$796.62
	1	Middle Atlantic RLNK-SW620RNS Rackmount Power, 6 Outlet, 20A, Basic Surge	\$753.21
	1	Middle Atlantic SFD-KEY Additional Keys, Standard Front Doors	\$3.40
	1	Middle Atlantic SR-UPS-BKT Subplate UPS Support Kit, SR Series	\$33.67
	2	Middle Atlantic UPS-OL2200R Premium Online Series UPS Backup Power, 2RU, 2200VA	\$4,470.42
	1	Middle Atlantic UPS-OL3000R Premium Online Series UPS Backup Power, 2RU, 3000VA	\$2,654.57

* Price Includes Accessories

Presented By: CODA TECHNOLOGY GROUP







Project Name: Channel Content

Project No.: CODA -1415

3/7/2017

Page 4 of 7

CODA TECHNOLOGY GROUP

	1	Middle Atlantic UPS-OLIPCARD Online UPS, Network Interface Card	\$278.21
	4	Middle Atlantic Products EB1 EB series flanged panel, 1 space	\$32.56
	5	Middle Atlantic Products EB2 EB series flanged panel, 2 space	\$54.30
	1	Middle Atlantic Products PD-2420SC-NS High density slim power strip, 20 amp (1) circuit, 10' cord with NEMA5-20P plug terminated, 24 outlet	\$137.07
	1	Middle Atlantic Products RM-KB-LCD17KVMHD High Definition Rackmount Console w/ KVM 1080p Widescreen Display	\$2,605.71
	1	Middle Atlantic Products SR-40-32 40-RU 32"D SWINGING WALLRACK	\$1,396.50

Equipment Rack & Hardware Total: \$14,432.27

Professional Services and Installation Labor

CODA	1	Coda Labor ADMINISTRATION	\$900.00
CODA	1	Coda Labor ENGINEERING/DRAFTING	\$5,600.00
CODA	1	Coda Labor INSTALLATION Installation Labor	\$8,800.00
CODA	1	Coda Labor PROGRAMMING Programming	\$4,600.00
	1	Coda Labor SERVICE AGREEMENT	\$5,000.00

Professional Services and Installation Labor Total: \$24,800.00

City of Santa Rosa Total: \$149,262.66

Project Subtotal: \$149,262.66

* Price Includes Accessories

Presented By: CODA TECHNOLOGY GROUP

Project Name: Channel Content

Project No.: CODA -1415

3/7/2017

Page 5 of 7

CODA TECHNOLOGY GROUP

Miscellaneous Items:

1 Freight	\$850.00	\$850.00
Miscellaneous Items Total:		\$850.00

* Price Includes Accessories

Presented By: CODA TECHNOLOGY GROUP

Project Name: Channel Content

Project No.: CODA -1416

3/7/2017

Page 6 of 7

CODA TECHNOLOGY GROUP

Project Summary

Equipment:	\$124,462.66
Labor:	\$24,800.00
Sales Tax:	\$10,890.48
Misc. Items:	\$850.00
Grand Total:	\$161,003.14

Client:

Date

Contractor: CODA TECHNOLOGY GROUP

Date

* Price Includes Accessories

Presented By: CODA TECHNOLOGY GROUP

Project Name: Channel Content

Project No.: CODA -1415

3/7/2017

Page 7 of 7

Service Level Agreement Cost Proposal and Contract



Cost Proposal—Service Level Agreement/Technical Support

Parties

This Service Level Agreement (SLA) contract is between Coda Technology Group (Coda) and The City of Santa Rosa (Client).

Term

The SLA is valid for one year (including any calendar "leap" corrections) commencing at 12:01am Pacific Time of the date mutually agreed upon by the parties (the "Commencement Date") and recorded on the signature page of this document, and ending at the same month, day of month and time the succeeding year.

Service Cost Summary

The total cost of SLA services during this term is **\$5,000** and broken down as follows:

<p>- Service Premiums \$5,000 for one year <u>Included - Unlimited Prioritized business hours Phone and Site Support.</u></p>	<p>Service Premiums are invoiced in four quarterly installments, due and payable in advance of each quarter (or portion thereof). Or annually with a 5% discount. Installments are not subject to pro-ration or refund.</p>
<p>- Certification <u>Included</u></p>	<p>Not required, rooms built by Coda.</p>
<p>- Preventive Maintenance (PM) <u>Included</u></p>	<p>Bi-annual visits are included with this SLA. See PM details (below on page 4) for a list of services to be performed</p>
<p>- Repair Allowance <u>Not Included</u></p>	<p>Repair allowance to cover user damaged or lost cables and adapters during PM visits or onsite service visits.</p>
<p>- Support Staff and User Trainings <u>Not Included</u></p>	<p>Not included. Costs for end user and system administrator level training will be quoted separately as needed.</p>
<p>- Programming Enhancements and associated Systems Analysis: <u>Not Included</u></p>	<p>Programming Enhancements will be quoted separately as needed.</p>

SLA Grand Total

\$5,000 All costs are expressed in, and all payments shall be made, in United States Dollars.

Scope

This SLA contract is applicable to AV equipment and systems in the following locations and room types:

City of Santa Rosa PEG channel content delivery systems located at City Hall in Santa Rosa, CA.

TECHNICAL SUPPORT SERVICES

Coda's Standard Service Level Agreement (SLA) provides unlimited Remote and on-site Technical Support through a dedicated telephone number, and email address. Lines are staffed 24 hours a day, seven days a week. **Standard SLA Site Visits are guaranteed next business day if arranged after 10am (Monday-Friday) or same day in most cases if requested before 10am.**

A first-level service technician answers the phone directly, or returns messages left on the phone within 20 minutes of a message left during weekday business hours (8am to 5pm, California time), and return calls within 90 minutes outside of these hours.

In consultation with the requestor, new cases are assigned a priority of **Urgent, Routine, or Maintenance**. The levels correspond to Standard SLA nominal resolution time goals of 1 business day, 3 days, or at next scheduled maintenance (independent of materials, manufacturer support, and other availability factors).

Every Technical Support case is entered into and tracked by Coda's internal service call database which combines all case information in a single location to aid in the resolution of a case, including

- Times and dates including case opening and resolution, and log entries
- Case-related client, technician, engineer, and manufacturer email
- Service Log--Written summaries of phone calls, problem resolutions, and recommendations to prevent similar future cases

If a first-level service technician cannot resolve an issue, cases are escalated to Coda staff AV Engineers, often an engineer who has worked on or who has certified the installation, and are familiar with its specifics. Coda is an authorized dealer of leading brands of professional AV equipment, and staff AV Engineers consult with manufacturer technical support via exclusive dealer-only channels when required.

To speed resolution of cases, technicians and engineers can use tools to virtually visit the site, including online administration features offered by equipment manufacturers, and remote PC desktop tools, which (client permission and network access provision permitting) enable Engineers to directly observe and change configurations of the AV system.

Coda provides a videoconference system (supporting leading videoconference protocols) for clients to test against their SLA-covered videoconference systems.

Some problems just can't be solved (and a few can't be described) without hands-on support. If an Escalated case cannot be resolved by remote means, with the consent of the case requestor, Coda will send a service technician onsite.

PREVENTATIVE MAINTENANCE SERVICES

Coda can provide all types of preventative maintenance (PM) required to sustain the performance and extend the working life of today's AV equipment. Listed below are typical PM tasks; each PM visit is designed to address the specific installation's comprehensive requirements.

- Update firmware and software as required
- Test main system functions
- Align and adjust display/projection systems
- Inspect and clean projection lenses and mirrors
- Inspect projection screen surfaces, and clean according to manufacturer procedures
- Inspect, test, and clean touch-screen operator interfaces
- Inspect and clean flat screen and TV monitor surfaces
- Inspect and test projection screen mechanical systems
- Inspect and test projector lift mechanical systems
- Clean and/or replace projector air filters and air intakes
- Inspect projector error logs and lamp hours, replace lamps and/or recommend ordering lamp assemblies as required.
- Inspect user connection points (audio/video input panels)
- Inspect and repair system labeling as required
- Clean air filters and air intakes of rack-mounted AV equipment and 'back end' devices
- Inspect uninterruptible power supplies (UPS) for fault conditions and battery replacement alarms
- Interview owners/operators and their designated representatives to document ongoing system performance or operational issues
- Test and inspect audio components (microphones, speakers, wireless systems) with reported problems
- Test AV-controlled window shades and lighting
- Provide a written report of field conditions, actions taken, and operational, repair and replacement recommendations

Payment Schedule

Payment Option #1 (due prior to Commencement Date):
Included in this RFP capital costs.

CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the date first indicated below:

_____	_____	_____
Commencement Date	Coda Representative Initials	Client Representative Initials
_____	_____	_____
Supplier	Client	
_____	_____	_____
Coda Technology Group	City of Santa Rosa	
Supplier Name	Client Name	
_____	_____	_____
Mark Latimer, President, CEO		
Representative's Name (Print)	Representative's Name (Print)	
_____	_____	_____
(Signature)	(Signature)	
_____	_____	_____
Date	Date	

Contract Definitions and Terms

Site Visit Costs ARE included in monthly premiums

Terms and Conditions

SLA Renewal

Service Level Agreements are renewable annually, subject to cost revision by Coda. Client shall notify Coda in writing of their intent to renew a minimum of 60 days prior to the end of the current agreement to permit sufficient time for cost analysis and discussion. Upon any lapse in SLA coverage, Coda reserves the right to certify or Re-certify the subject facilities and equipment.

Contract Termination

This contract may be terminated, with seven days' advance notice, at any time for any reason (or for no reason) by either party through written notice by Certified Mail or equivalent courier service. Coda recommends advance notice of termination of 60 days or more to permit time for service transition.

Termination without Notice

In the event of termination without advance notice, all services shall cease immediately. The parties mutually agree to return any equipment or other property belonging to the other party promptly, exercising urgency and reasonable care. Coda shall present invoices for any outstanding labor and materials, which shall be due upon presentation. All other unpaid invoices shall also become due immediately

Cost Proposal--Preventive Maintenance

A Standard SLA provides for quarterly Preventive Maintenance (PM) Site Visits per year, though some situations may require a greater frequency (determined in Certification).

Maintenance and repair work costs may be required because SLA-covered systems and equipment have been subjected to:

- use beyond reasonable or intended purpose
- negligence,
- attempted repair or modification by anyone other than Coda
- unauthorized or criminal use
- robbery, theft, arson or seizure
- deliberate or accidental damage
- water and/or wind damage (including but not limited to flooding), whether direct or indirect
- electrical supply fault or failure (including but not limited to lightning)
- acts of God, riot, war, terrorism (declared or undeclared), fire, earthquake, natural disaster, exercise of free speech or political demonstration
- any condition which could be reasonably interpreted as Force majeure are specifically excluded from PM Site Visits.

Coda shall make reasonable notification to Client upon discovery of any of these conditions.

Coda shall invoice at prevailing SLA Site Visit contract rates, terms and conditions any and all costs associated with maintenance, repair, restoration and/or replacement of the affected equipment and/or facilities.

Manufacturer Warranty Service

Labor to remove and replace equipment which has failed while under manufacturer warranty, and associated shipping and freight, are excluded from SLA-provided PM Site Visits.

With respect to this SLA contract, such situations are addressed by, priced, and invoiced as, SLA Tech Support cases and (when applicable) Tech Support Site Visits. Alternatively, such situations may be addressed by installation warranties outside of the scope of this SLA.

Site Certification Costs

Pre-SLA Site Certification labor is included as part of a Service Level Agreement. The Check-Up portion of Preventive Maintenance Site Visit services is included in the cost of Site Visits.

Re-certification of the facilities described in the SLA Scope may be required as a consequence of major changes made, during the term of an SLA, to those facilities. Re-certification costs are billable, unless agreed separately, at the prevailing rates and conditions for an Engineering Tech Support Site Visit

Best Efforts and Consequential Damages

Electrical, electronic, and computer system malfunctions by their nature may not be the result of any single or identifiable cause, and may further be as a result of the acts of unrelated third parties (including equipment manufacturers and software vendors). Coda shall therefore provide "best effort" resolution (and restoration to pre-problem condition) of malfunctions reported by the Client, but cannot guarantee a specific result or timeframe. Coda specifically disclaims any responsibility for consequential damages that may be attributable to products and services provided through this Service Level Agreement.

Complete Agreement

Agreement No _____, this document and the Coda SLA Details document comprise the complete agreement, and supersedes all others except in cases where specific exception or reference is made. The parties agree that any changes to the agreement be made in writing and signed by their duly authorized representatives.