

PERSONAL SERVICES CONTRACT SUMMARY

DATE: December 5, 2012

DEPARTMENT NAME: Department of Technology DEPARTMENT NUMBER 75

TYPE OF APPROVAL: [] EXPEDITED [] REGULAR (OMIT POSTING)
[X] CONTINUING [] ANNUAL

TYPE OF REQUEST: [] INITIAL REQUEST [X] MODIFICATION (PSC# 4038-11/12)

TYPE OF SERVICE: Digital Audio/Video Equipment, Installation and System Upgrade-Phase II

FUNDING SOURCE: Cable Franchise Grant Funds

Table with 4 columns: Amount, PSC Duration, Modification #, Total PSC Duration. Includes values like \$456,487.00, 9/19/2011-9/30/2012, \$61,558.00, 9/30/12-9/30/2013, \$2,000,000.00, 2/5/13-9/30/13 No Change W, \$2,518,045.00, 9/19/2011-9/30/13.

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Phase II of SFGovTV's Digital Upgrade will continue SFGovTV's plans for transitioning to an all digital HD SDI and G3 capable system by adding a control room and replacing the analog signal sources located in City Hall meeting rooms.

B. Explain why this service is necessary and the consequences of denial: The Digital upgrade for SFGovTV was planned in two phases. This request for Phase II must be completed to replace aging equipment that are likely to malfunction to reduce labor costs by improving operational efficiency and enhanced and expand delivery of public information through both the internet and television technology.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): Phase I was completed by a vendor who was awarded the contract after an RFP process.

D. Will the contract(s) be renewed: Yes.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

Local 21 415 864 2186 Union Name Signature of person mailing/faxing form Date 12.5.12 1/16/2013 W

Union Name Signature of person mailing/faxing form Date

RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4038-11/12 STAFF ANALYSIS/RECOMMENDATION: Approved W 2/15/13

CIVIL SERVICE COMMISSION ACTION:

0107

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The skill set required to install and integrate and trouble shoot the digital audio and video system is highly specialized and is specific to the type of equipment used to run a cable television channel. Similar systems do not exist in any other city facilities. The manufacturer requires that all work must be performed by trained and certified audio and video installers and engineers.

B. Which, if any, civil service class normally performs this work?

None.

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The skills required are so specialized and are applied only to specific products and manufacturers. The equipment is unique to highly specialized integrated audio/video/remote control systems.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, the work is specialized and the need is temporary for this project only.

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

A. Will the contractor directly supervise City and County employees?

Yes No

B. Will the contractor train City and County employees?

- Describe the training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

C. Are there legal mandates requiring the use of contractual services?

D. Are there federal or state grant requirements regarding the use of contractual services?

E. Has a board or commission determined that contracting is the most effective way to provide this service?

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? Yes, this will be completed by Diversified Systems.

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

Kendall Gary
Signature of Departmental Personal Services Contract Coordinator

Kendall Gary

415 581 4066

Print or Type Name

Telephone Number

One South Van Ness Ave., 2nd Floor
San Francisco, CA 94103

Address

0108

30-Day Waiver and Union Notification(s)
◆ Local 21

Dang, Leorah

From: Ging Louie <glouie@ifpte21.org>
Sent: Wednesday, February 06, 2013 4:21 PM
To: Gines, Jolie
Cc: Gary, Kendall; Lewis, Brent; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: RE: Urgent: Requesting 30-Day Waiver re DT Mod2 PSC#4038-1112

Local 21 is granting DT's request to waive the 30-day review period.

Ging M. Louie
Union Representative/Organizer
IFPTE Local 21
1182 Market Street, Suite 425
San Francisco, CA 94102
415.864.2100, x132 (phone)
415.864.2166 (fax)

Dang, Leorah

From: dhr-psccordinator@sfgov.org
Sent: Wednesday, January 16, 2013 1:35 PM
To: L21PSCReview@ifpte21.org; Gines, Jolie; Gary, Kendall; DHR-PSCCoordinator, DHR; Isen, Richard
Subject: Receipt of Notice for new PCS over \$50K PSC # 16290 - 12/13

RECEIPT for Union Notification for new PSC over \$50k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) for \$2,000,000 for services for the period 02/05/2013 – 06/30/2014. Questions about the services should be directed to the Department directly.

Select the link below and after logging into the system, verify receipt and follow the links to view the information:

<http://apps.sfgov.org/dhrdrupal/node/195>

Email sent to the following addresses: L21PSCReview@ifpte21.org

Prior DHR Approved – Original
PSC #4038-11/12

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 8/30/2011

DEPARTMENT NAME: Department of Technology

DEPARTMENT NUMBER: 75

TYPE OF APPROVAL: [] EXPEDITED [X] REGULAR (OMIT POSTING [])
[] CONTINUING [] ANNUAL

TYPE OF REQUEST: [X] INITIAL REQUEST [] MODIFICATION

TYPE OF SERVICE: Digital Audio/Video Equipment, Installation and System Upgrade -- Phase I

FUNDING SOURCE: Cable Franchise Grant Funds

PSC AMOUNT: Estimate: \$1,433,069.30
(976,582.00) Equipment
\$456,487.00 (Labor)

PSC DURATION: 9/19/2011 to 9/30/2012

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Phase I of this project will create a new digital video infrastructure that will operate in tandem with the old analog system. Phase I includes equipment installation, integration and commissioning of two new control rooms located in SFGovTV's production facility in room 92 of City Hall. The new control rooms will be equipped with new digital audio and video equipment. Phase I also includes the installation of a new digital video routing switcher, a new Master Control center, video server, automation and the relocation of equipment currently located in room 92 to room 93. The source signals from the City Hall hearing rooms will not be replaced at this time, so the system installed during Phase I includes several analog/digital convertors to bridge the old and new equipment.

B. Explain why this service is necessary and the consequences of denial: The manufacturer of the current master control video server no longer supports the system or provides any replacement parts for it. This video server system stores and plays back all of the video content on SFGovTV and SFGovTV2, which provide LIVE video coverage to the Board of Supervisors and 14 City Commissions. We must upgrade to a digital system in order to deliver reliable video services to both television channels. If this upgrade is not completed, there is a very high chance of a failure with the video server since it now obsolete. If this system fails, we will no longer be able to run two 24/7 cable channels.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): Available spare used equipment has been purchased in the past on the open market.

D. Will the contract(s) be renewed? No.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedure):

IFPTE Local 21
Union Name

[Signature]
Signature of person mailing/faxing form

7/20/11
Date

Theatrical Stage Employees' Local 1
Union Name

[Signature]
Signature of person mailing/faxing form

7/20/11
Date

RFP sent to: Union Name On Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4038-11/12

AUG 30 2011

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

0113

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise: *The skill set required to install and integrate and troubleshoot the digital audio and video system is highly specialized and is specific to the type of equipment used to run a cable television channel. Similar systems do not exist in any other City facilities. The manufacturer requires that all work must be performed by trained and certified audio and video installers and engineers. The programming for the robotic remote camera control system by Telemetrics, Inc. also requires installers certification by the manufacturer. In the case of this particular installation also knowledge of obsolete equipment is required to integrate the new digital equipment with components of the existing analog system that are not being replaced in Phase 1.*

B. Which, if any, civil service class normally performs this work? *Due to the highly specific skills for installation and integration of the various video systems: video router, video switchers, video servers, master control automation, audio mixers, robotic camera control system and certifications that are required for various components of the audio, video and remote control systems, there is not a civil service classification capable of performing this type of work.*

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: *No.*

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

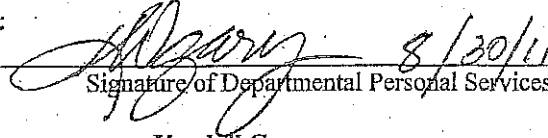
A. Explain why civil service classes are not applicable: *Existing Civil Service classes do not have the highly specialized audio/video equipment installation and engineering skill sets that are required for integration and commissioning the specific digital video equipment needed.*

B. Would it be practical to adopt a new civil service class to perform this work? Explain. *No. The skills required are so specialized and are applied only to specific products and manufacturers. The equipment is unique to highly specialized integrated audio/video/remote control systems.*

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employees? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employees? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Describe the training and indicate approximate number of hours.
<i>Operational level training approximated at 72 hours of training. Employees will then take additional classes offered by the manufacturer to provide much greater depth of knowledge of overall systems.</i> | | |
| • Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained.
<i>As needed 1766 – Media Production Technician, 1767 – Media Programming Specialist, 1769 – Media Production Supervisor.</i> | | |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:



 Signature of Departmental Personal Services Contract Coordinator

Kendall Gary

 Print or Type Name

415-581-4066

 Telephone Number

One South Van Ness Avenue, 2nd Floor
 San Francisco, CA 94103

 Address

Boykin, Kahlil

To: L21PSC Review
Subject: RE: PSC Summary Review for 'SFGovTV Digital Video Upgrade Project - Phase I'

Thanks,

Kahlil Boykin <email to:kahlil.boykin@sfgov.org>
Principal Administrative Analyst
Department of Technology|City & County of San Francisco
One South Van Ness Ave, 2nd Floor #2438|S.F., CA. 94103
Office: 415-581-7125|Fax: 415-581-3970

"We cannot direct the wind - but we can adjust our sails"

From: L21PSC Review [<mailto:L21PSCReview@ifpte21.org>]
Sent: Thursday, July 21, 2011 10:59 AM
To: Boykin, Kahlil
Cc: Joe Brenner
Subject: RE: PSC Summary Review for 'SFGovTV Digital Video Upgrade Project - Phase I'

Local 21 received your PSC. We will expedite our review and let you know in two weeks.

From: Boykin, Kahlil [kahlil.boykin@sfgov.org]
Sent: Wednesday, July 20, 2011 3:23 PM
To: fx@local16.org; L21PSC Review
Cc: Pam Covington; atonnison@ifpte21.org; Maxwell, Sheila
Subject: PSC Summary Review for 'SFGovTV Digital Video Upgrade Project - Phase I'

Hello:

This is a notice of intent to submit a PSC Approval request for the 'SFGovTV Digital Video Upgrade Project - Phase I'.
Copy of Draft RFP.Attached.

Thanks,

Kahlil Boykin <email to:kahlil.boykin@sfgov.org>
Principal Administrative Analyst
Department of Technology|City & County of San Francisco
One South Van Ness Ave, 2nd Floor #2438|S.F., CA. 94103
Office: 415-581-7125|Fax: 415-581-3970
"We cannot direct the wind - but we can adjust our sails"

Boykin, Kahlil

To: FX Crowley
Subject: RE: PSC Summary Review for 'SFGovTV Digital Video Upgrade Project - Phase I'

Thanks,

Kahlil Boykin <email to:kahlil.boykin@sfgov.org>
Principal Administrative Analyst
Department of Technology|City & County of San Francisco
One South Van Ness Ave, 2nd Floor #2438|S.F., CA. 94103
Office: 415-581-7125|Fax: 415-581-3970
"We cannot direct the wind - but we can adjust our sails"

From: FX Crowley [<mailto:fx@local16.org>]
Sent: Wednesday, July 20, 2011 3:31 PM
To: Boykin, Kahlil
Subject: RE: PSC Summary Review for 'SFGovTV Digital Video Upgrade Project - Phase I'

Thanks.....Fraternally, F.X.

From: Boykin, Kahlil [<mailto:kahlil.boykin@sfgov.org>]
Sent: Wednesday, July 20, 2011 3:24 PM
To: FX Crowley; L21PSCReview@ifpte21.org
Cc: pcovington@ifpte21.org; atonnison@ifpte21.org; Maxwell, Sheila
Subject: PSC Summary Review for 'SFGovTV Digital Video Upgrade Project - Phase I'

Hello:

This is a notice of intent to submit a PSC Approval request for the 'SFGovTV Digital Video Upgrade Project - Phase I'.
Copy of Draft RFP Attached.

Thanks,

Kahlil Boykin <email to:kahlil.boykin@sfgov.org>
Principal Administrative Analyst
Department of Technology|City & County of San Francisco
One South Van Ness Ave, 2nd Floor #2438|S.F., CA. 94103
Office: 415-581-7125|Fax: 415-581-3970
"We cannot direct the wind - but we can adjust our sails"

**Contract Agreement – First Amendment
August 31, 2012**

**City and County of San Francisco
And
DSI Video Systems, LLC DBA Diversified Systems**

PSC #4038-11/12

City and County of San Francisco
Office of Contract Administration
Purchasing Division

First Amendment

THIS AMENDMENT (this "Amendment") is made as of August 31, 2012, in San Francisco, California, by and between DSI Video Systems, LLC dba Diversified Systems ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period to reflect equipment and scope of work changes, increase the contract amount, and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

a. **Agreement.** The term "Agreement" shall mean the Agreement dated March 30, 2012 between Contractor and City.

b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

a. **Section 2.** Section 2 Term of the Agreement of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from March 30, 2012 to September 30, 2012. In addition, the City shall have one option to extend the term for a period of one year, which the City may exercise in its sole, absolute discretion.

Such section is hereby amended in its entirety to read as follows:

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from March 30, 2012 to September 30, 2013.

b. **Section 5.** Section 5 Compensation of the Agreement currently reads as follows:

Compensation shall be made in accordance with the payment milestones for the work performed and identified in Appendix B, as set forth in Section 4 of this Agreement, that the City Project Manager, or Designee, in his or her sole reasonable discretion, concludes has been performed. In no event shall the amount of this Agreement exceed One Million Two Hundred One Thousand Two Hundred Thirty Three Dollars (\$1,201,233). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be

incurred under this Agreement nor shall any payments become due to Contractor until reports, services, as more particularly described in the Scope of Work and required under this Agreement, are received from Contractor and approved by the City Project Manager or Designee as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

Such section is hereby amended in its entirety to read as follows:

5. Compensation. Compensation shall be made in accordance with the payment milestones for the work performed and identified in Appendix B, as set forth in Section 4 of this Agreement, that the City Project Manager, or Designee, in his or her sole reasonable discretion, concludes has been performed. In no event shall the amount of this Agreement exceed One Million Two Hundred Sixty Two Thousand Seven Hundred Ninety One Dollars (\$1,262,791). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, as more particularly described in the Scope of Work and required under this Agreement, are received from Contractor and approved by the City Project Manager or Designee as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

c. Appendix B. The attached Appendix B, "Department of Technology SFGovTV Equipment List Net5" (nine pages), dated August 31, 2012 is hereby incorporated into the Original Agreement.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after August 31, 2012.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

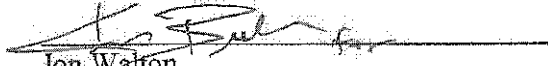
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

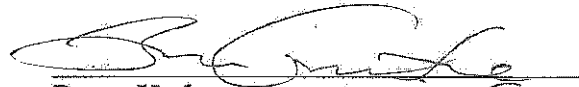
CITY

CONTRACTOR

Recommended by:

DSI Video Systems, LLC DBA
Diversified Systems

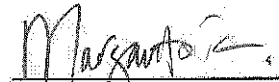

Jon Walton
Acting Chief Information Officer
Director, Department of Technology
City and County of San Francisco


Duane Yoslov
Senior Vice President
3275 Edward Avenue
Santa Clara, CA 95054
*BRIAN GRAVENSTINE
Director of Operations*

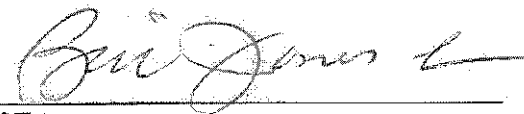
Approved as to Form:

City vendor number: 87193

Dennis J. Herrera
City Attorney

By: 
Margarita Gutierrez
Deputy City Attorney

Approved:


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

RECEIVED
PURCHASING DEPARTMENT

12 OCT 16 AM 11:05

Appendix B
Calculation of Charges

August 31, 2012

0122



Dept: Department of Technology SFGovTV
Proj: Digital Video Upgrade Phase 1
ProjCode: 987CTV-12

CCW	ADD/DEL	DS	Lin #	Item	Description	Mfr/Model	Model	Qty	Ext Sell	Sales Tax	Extended Price
			10	1	Control Rooms G and H Switcher, HD multi-format Production System, capable of supporting up to three control panels and 4 networkable chassis. The system shall consist of: Switcher, HD multi-format Chassis, 48 Input, 24 output, 3 M/E (Chassis common to all control rooms).	Grass Valley Grass Valley	Keytek Keytek	1	\$ 119,016.00	\$ 10,116.36	\$ 129,132.36
			30		INCLUDES: 3 M/E Frame		KID300-FRAME	1			
			40		External Redundant PSU		KDD-PSU	1			
			50		50m DC Power & LAN cables		KDD-DC CABLE-50	2			
			60		Internal PSU		KID-PSU	1			
			70		Keytek HD Onsite Staff/RO - Commissioning (Travel and Expenses Not Included)		KID-SPVIT	1			
			80		Switcher, HD multi-format Production Control Panel, 1 M/E	Grass Valley	KID100-PANEL Customized from Keytek 100C	2	\$ 23,298.00	\$ 992.74	\$ 25,297.48
			100		Switcher, HD multi-format GPI breakout panel assembly, DB connector to Wedge/Trailer Terminal Straps, rack mounted.	Grass Valley	Included in frame items	1			INCL
			110		Switcher, IO Assembly, with:						
			120		3GH/SD-SDI Dual Redundant Distribution Amplifier	Evertz	800DA30-SG	1	\$ 767.00	\$ 65.20	\$ 832.20
			131		3GH/SD-SDI Dual Redundant Distribution Amplifier	Evertz	900DA30-SG	2	\$ 1,634.00	\$ 65.20	\$ 1,664.38
			141		3GH/SD-SDI 8 AES Audio De-Embedder	Evertz	7821A08-3G-AESD-3RU	4	\$ 9,604.00	\$ 204.08	\$ 10,420.84
			152		3GH/SD-SDI 8 AES Audio Embedder, with Dolby Metadata insertor.	Evertz	7821A08-3G-AESD-3RU	2	\$ 5,270.00	\$ 223.08	\$ 5,717.95
			162		Dual path 3GH/SD downconverter and distribution amplifier with analog audio outputs.	Evertz	7812DDA20-3G-AA-3RU	1	\$ 4,859.00	\$ 346.87	\$ 5,055.87
			161		Dual path 3GH/SD downconverter and distribution amplifier. Converter and distribution amplifier, mobile tray, 3 RU, with power supply, remote control, external frame reference, front panel, fixed back plate with BNC and DB connectors.	Evertz	7812DDA20-3G-AES4-3RU	2	\$ 8,672.00	\$ 968.86	\$ 9,409.12
			181		Controller module for distribution amplifiers and conversion modules.	Evertz	7800FR	2	\$ 2,202.00	\$ 93.89	\$ 2,399.17
			182		Second power supply module for above.	Evertz	7800PS	2	\$ 800.00	\$ 34.00	\$ 834.00
			183		Controller module for distribution amplifiers and conversion modules.	Evertz	7700FC-3RU	2	\$ 1,698.00	\$ 70.89	\$ 1,809.78
			200		3GH/SD-SDI DTV Closed Caption Encoder.	Evertz	7925CCE-3G-3RUVAES4	2	\$ 3,139.00	\$ 345.87	\$ 3,429.73
			211		Display processor module for VIP-X system. VIP-X BX2 will support up to 16 inputs and display them across up to 7 displays, each display screen resolution. No rear connector.	Evertz	7687VIPX-1BX2	2	\$ 16,010.00	\$ 755.43	\$ 19,540.85
			221		Replacement for 7687VIPX.	Evertz	7687VIPX-RP2	2	\$ 1,098.00	\$ 45.99	\$ 1,152.78
			222		5m length differential X-Link cable, 2 wires instead of one per video.	Evertz	XLINK-IH-BHP-5	2	\$ 1,980.00	\$ 57.80	\$ 1,475.80
			223		Differential to single-ended XLINK adapter to be used to connect EMR with VIPX/VIPX. Does not include any cables.	Evertz	XLINK-IH-ADPT	2	\$ 600.00	\$ 25.50	\$ 651.00
			224		MAGNUM software module for centralized management of all Evertz Multiviewer device hardware configuration and control. 1st- year software maintenance included, additional years available for purchase. Requires either MAGNUM-HW or other certified 3rd party computer server hardware (HP DL380 G5/G6/G7)	Evertz	MAGNUM-MUL-TVIEWER	1	\$ 3,035.00	\$ 283.48	\$ 3,618.48
			231		Monitor, 47" Flat Wide Display Monitor	Sony	FWS47H1	4	\$ 8,199.00	\$ 174.17	\$ 9,992.68
			232		HD SD/SDI Input Adapter	Sony	HD01-FU01G	4	\$ 3,704.00	\$ 79.71	\$ 4,018.84
			240		Waveform/Vectorscope Raster Display, with analog, AES and embedded audio output.	Videojek	VTM-2400_VTM-A3-OPT.1	2	\$ 12,004.00	\$ 510.17	\$ 13,028.34
			241		Standard Frame (Order Rear Plate, No card) (includes power supply)	Evertz	S780FR	2	\$ 400.00	\$ 17.00	\$ 434.00

0123



Department of Technology Services
Equipment List Nets

Original Video Manufacturers
Project Code: 22070002

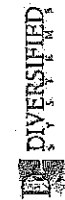
QOH	ADD/DEL	DS	Item #	Item	Description	Manufacturer	Model	Qty	Ext. Sell	Sales Tax	Extended Price
3	ADD	242	6	Graphic input card for VIP or VIPX. Supports DVIRCS with L/R audio up to 4920x1200 and Outputs HD/3G over coax (installs in SZ701FR frame).	Evertz	7757RG8T-MP-3G+SA	2	\$ 1,974.00	\$ 83.90	\$	2,141.79
3	ADD	243	5	Graphic input card for VIP or VIPX. Supports DVIRCS with L/R audio up to 4920x1200 and Outputs HD/3G over coax (installs in Z801FR frame).	Evertz	7757RG8T-MP-3G+5RU	1	\$ 987.00	\$ 83.90	\$	1,070.90
3	ADD	287	7	18" 6" LCD HDTV (720p/1080i) TV.	RCA	18LA30RQ	2	\$ 496.00	\$ 18.69	\$	473.06
		280	8	Control Rooms G and H - Continued	ADC	PEF15232-MVJT-BK	3	\$ 2,799.00	\$ 78.46	\$	3,004.37
		270	9	Digital HD/SD 3G patch panel, 32 circuit, 1.5 RU, dual over/under ID struts	Yamaha	01V96VCM	2	\$ 4,964.00	\$ 206.72	\$	5,277.44
2	ADD	291	10.1	Audio mixing console, digital, 16 input by 8 output, programmable, with LCD displays, individual meters, analog and digital outputs	Yamaha	MY16AIE-CA	2	\$ 1,094.00	\$ 46.60	\$	1,186.99
3	ADD	292		High Density 1RU Rack Mount impedance converter, preset allows 75 Ohm coaxial transmission of AES/EBU digital audio signals (20) 3 bit, Ethernet to ENX AES ballast	Wayo Back	IMP20	2	\$ 1,572.00	\$ 58.31	\$	1,480.62
		300	11	Telephone Hybrid Unit, single channel, analog I/O, rack mount, self contained	Comrex	CH20	2	\$ 1,630.00	\$ 77.78	\$	1,985.95
		310	12	Speaker, Active Monitor, Large, 5" LF, 4" HF	Adam	ABX	4	\$ 4,348.00	\$ 82.40	\$	4,717.60
		320	13	SMPT-E Timecode Display, 4" LED Display, six character, SMPT-E timecode input, with power supply, monitor, wall mount.	BSE	ES-943UJL	2	\$ 2,094.00	\$ 86.02	\$	2,186.04
3	ADD	331	14	VTR Universal Remote Control Panel, RS-422, digital display, jog knob, keypad "top" entry	DNF	ST200-S-TBL	2	\$ 3,738.00	\$ 158.87	\$	4,055.73
3	ADD	341	15	VTR Universal Remote Control RS-422 Port Switcher, 32 ports, rack mounted, front panel controls, with RS-422 automation interface, RS-232 PC interface, GPI interface and poster supply.	DNF	SW82/PS-32	1	\$ 4,571.00	\$ 288.54	\$	4,959.94
3	ADD	351		Production Console: Console to be 8'L x 40"D and include (2) RU Equipment bays, (1) Cut-In Wedge for Audio Mixes, (1) Cut-In Wedge for small production switcher, and rear extension on back of counter-top. Console to also include Heavy Duty 3-Leg Elastic fit	Forecast	Custom	2	\$ 13,432.00	\$ 570.85	\$	14,573.72
3	ADD	391		Signaling Monitor Wall to be approximately 8' Wx 76" High and includes (4) Rows of Slawell, (2) Commitments for Large LCDs, (1) Slawell Mounting Arm for small monitor, (1) Clock input, and (2) Slawell mount slotted speaker shelves.	Forecast	Custom	2	\$ 8,040.00	\$ 341.70	\$	8,729.40
3	ADD	392		Anticuing LCD Arm for VISA (75x75 and 100x100mm) mount, monitors. Weight 9.29 lbs.	Forecast	Custom	2	\$ 442.00	\$ 18.79	\$	479.57
2	ADD	371	18.1	BLURAY DISC 8 HDD RECORDER WHDSDI	JVC	SR-HD2500US	4	\$ 13,672.00	\$ 288.41	\$	14,729.62
3	INC	371	18.1	BLURAY DISC 8 HDD RECORDER WHDSDI	JVC	SR-HD2500US	1	\$ 3,999.00	\$ 288.41	\$	3,691.41
		390	20	Solid State SD/SDHC Audio recorder	Membrane	PMD600	2	\$ 2,512.00	\$ 108.78	\$	2,725.62
		400	21	Video Tape Recorder	OFE	By Owner	2			OFE	OFE
		420	23	Rack Mount Kits for above	RDL		2	\$	\$	\$	\$
		430	24	Not required with Evertz Audio DA	Manhall	VH44P	2	\$ 2,525.00	\$ 107.44	\$	2,742.88
		440	25	Color Monitors, Quad 4", Analog, rack mounted, with power supply	Middle Atlantic	U317	4	\$ 232.00	\$ 4.93	\$	261.72
3	ADD	451	26	Rack Mount Shelves for DVD's and VTR's Equipment Rack, half height, 18" EIA, with front and rear mounting rails, 1/2" Plug Strip with outlets on 1/2" centers, grounding buss, side panels, rear door and table top.	Forecast Consoles, Inc.	Matching 14RU Rolling Rack	2	\$ 1,470.00	\$ 62.45	\$	1,694.95

0124



CO#	ADD LABEL	DS Item #	Item	Description	Mfr/Model	Mode	Qty	Ext Sell	Sales Tax	Extended Price
		460	27	Wire, Cable, Connectors	Diversified	P&M	1	\$ 17,954.00	\$ 1,226.09	\$ 19,180.09
		470	28	Miscellaneous hardware, mounting accessories, adapters, as required.	Diversified	P&M	1	\$ 2,495.00	\$ 240.95	\$ 3,075.95
		480	E-1	Engineering	Diversified	Engineering	1	\$ 15,460.00	NT	\$ 15,460.00
		490	L-1	Installation	Diversified	Installation	1	\$ 71,480.00	NT	\$ 71,480.00
		500	D-1	Documentation	Diversified	Documentation	1	\$ 960.00	NT	\$ 960.00
		501		Project Management, Administration & Procurement	Diversified	PMA	1	\$ 4,071.00	N/A	\$ 4,071.00
		502		Access Consulting Additional Services	Diversified	ACS	1	\$ 4,330.00	N/A	\$ 4,330.00
		510	C-1	Other Non-Equipment Costs (List Item)	Diversified	PMA	1	\$ 17,330.00	NT	\$ 17,330.00
		520		Project Management, Administration & Procurement	Diversified	MAINT	1	\$ 9,600.00	NT	\$ 9,600.00
		530		2-Year Maintenance Agreement	Diversified	EXP	1	\$ 1,800.00	NT	\$ 1,800.00
		540		Project Expenses	Diversified	EXP	1	\$ 4,307.00	NT	\$ 4,307.00
		550		Freight and Shipping Charges	Diversified	EXP	1	\$ 4,307.00	NT	\$ 4,307.00
		560		Subtotal: Control Rooms G and H				\$ 487,090.00	\$ 28,111.37	\$ 515,201.37

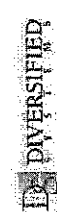
0125



Department of Technology Services
Equipment List Notes

Department of Technology Services
Project Case # 1520033

CC#	ADDY/DET	DS	Unit #	Item	Description	Unit Model	Qty	Ext. Price	Unit Price	Ext. Price
					New Rack Room A15 House Reference System, consisting of:					
			570	1	Master SPC master clock system includes 6 bit-level, level sync outputs, 570 mhz output, 48 kHz word clock output, 2 LTC outputs, loop thru genlock, 670 mhz input, LTC input and 1 power supply. Includes modern and NTP option, Redundant power supply, 2 dual output configurable SDH/DG SDI, test/black generators, 2 NTSC/PAL test signal generator outputs.	Evertz	2	\$ 19,336.00	\$ 621.78	\$ 20,979.66
			580		2RU automatic time/sequence system	Evertz	1	\$ 4,202.00	\$ 397.47	\$ 4,599.47
			591		Video Distribution Amplifier, Analogue, NTSC/ES/TV Level	Evertz	7	\$ 1,589.00	\$ 19.30	\$ 1,724.97
			600	2	Audio-Video Server System, HD/SD, consisting of: 2 RU video file server with integrated storage of 14 ea 2 GB Drives, 2 RackSas (Dual Parity). Supports up to 6 MediaPorts/Modules (12 Channels) 100MB IP Bandwidth, (51B Variable I/O)	Omneon				
			610		Server I/O chassis with redundant power supplies	Omneon	1	\$ 34,466.00	\$ 2,929.81	\$ 37,395.81
			620		Server I/O port Module, two channel bidirectional HD/SD MPEG-2 Record and Play, up/down/cross conversion, AFD	Omneon	2	\$ 3,444.00	\$ 1,483.27	\$ 3,736.24
			630		Network System Manager, hardware/software combination	Omneon	1	\$ 4,140.00	\$ 351.30	\$ 4,491.30
			640		Switch, GigE, Managed 24 GigE port, 4 10Gig ports	Cisco	1	\$ 3,061.00	\$ 280.19	\$ 3,341.19
			650		Switch, GigE, Managed 24 GigE port, 4 10Gig ports	Cisco	1	\$ 3,061.00	\$ 280.19	\$ 3,341.19
			660		Converter and distribution amplifier module tray, 3 RU, with power supply, network control, external frame reference, front panel, fixed back plane with BMC and DB connectors	Evertz	1	\$ 1,001.00	\$ 65.09	\$ 1,066.09
			670		Second power supply module for above	Evertz	1	\$ 334.00	\$ 28.39	\$ 362.39
			680		Full Out Keypoint/Monitor	Middle Atlantic	1	\$ 1,604.00	\$ 133.34	\$ 1,740.34
			690		Rack Workstation (PC)	Dell	1	\$ 1,947.00	\$ 165.80	\$ 2,112.80
			700		Monitor, Color, 3.5" Quad, HD/SD inputs, rack mount, power supply.	Marshall	2	\$ 6,438.00	\$ 273.62	\$ 6,985.23
			710		Modular frame that provides platform for system wide functionality, front cover, 6RU frame with expandability, supports redundant frame controller, includes redundant power supply, (Frame controllers not included)	Evertz	1	\$ 2,701.00	\$ 229.59	\$ 2,930.59
			720		Frame controller for EMX frames, provides ethernet interface for external control and monitoring	Evertz	2	\$ 2,002.00	\$ 85.09	\$ 2,172.17
			730		32 HD/SD/ASI video inputs via DIN connectors with embedded X-Link interfaces	Evertz	3	\$ 13,006.00	\$ 368.36	\$ 14,118.68
			740		32 HD/SD/ASI video outputs via DIN connectors with embedded X-Link interface	Evertz	3	\$ 15,009.00	\$ 425.26	\$ 16,264.77
			750		28x288 3G/HD/SD/ASI video crosspoint with embedded X-link interface	Evertz	1	\$ 16,675.00	\$ 1,417.38	\$ 18,052.38
			760		System controller for EMR and multi-frame EXX systems, a single 2RU frame houses a main and redundant controller, redundant controller optional.	Evertz	1	\$ 3,935.00	\$ 334.48	\$ 4,269.48
			770		Redundant system controller for EMR and multi-frame EXX systems, requires an optional SC-2000.	Evertz	1	\$ 1,467.00	\$ 99.20	\$ 1,566.20
			780		17U length controller X-link cells	Evertz	5	\$ 1,669.00	\$ 24.05	\$ 1,842.33
			790		Evertz router hardware, control panels and other optional interfaces. Support for approved 3rd party router hardware using appropriate protocol device translators, 7-yr software maintenance included, additional years available for purchase. Requires either MAGNUM-HW or other certified 3rd party computer server hardware (HP DL 350 G5/G6/G7)	Evertz	1	\$ 12,838.00	\$ 1,039.73	\$ 14,037.73



CO#	ADD/DEL	DS	Item #	Item	Description	Mfr/Model	Model	Qty	Ext Sell	Sales Tax	Extended Price
3	ADD	B32		1 RU enterprise class Linux computer server for all MAGNUM software modules. Licensed modules can be independently purchased and installed at the factory or in the field. Includes 1-year combined hardware warranty and software maintenance with additional combined hardware warranty and software maintenance available for purchase.	Evertz	MAGNUM-HW		1	\$ 7,360.00	\$ 625.60	\$ 7,985.60
3	ADD	B33		Scrambler - Flexible scrambling engine exposing powerful APIs allowing users to program actions based on system status or events	Evertz	Magnum-Scram		1	\$ 7,360.00	\$ 625.60	\$ 7,985.60
		B40		10/100 Network Switch, 24 port	Evertz	SE-100-224		1	\$ 132.00	\$ 11.22	\$ 143.22
		B71		2RU System Control Panel with Touchscreen LCD display and 18 LCD buttons	Evertz	CP-2-116E		2	\$ 6,595.00	\$ 277.78	\$ 7,091.58
		B72		1RU XY Control Panel, 18 programmable buttons	Evertz	CP-2402E		2	\$ 2,202.00	\$ 93.59	\$ 2,389.17
2	ADD	B52		Bi-direction 3rd party router/control module	Evertz	7700R-SC-BRC-3RU		1	\$ 3,485.00	\$ 291.88	\$ 3,776.88
4	ADD	B62		PTX which interfaces with switchers supporting Automation Control System Protocol (ex. Kevalak)	Evertz	7700PTX-ACCS-3RU		1	\$ 3,395.00	\$ 283.49	\$ 3,678.49
		B60		New! Rack Room A15	Evertz	7700R-SC-BRC-3RU		1	\$ 3,485.00	\$ 291.88	\$ 3,776.88
2	ADD	B91		Bi-direction 3rd party router/control module	Evertz	7700R-SC-BRC-3RU		1	\$ 3,485.00	\$ 291.88	\$ 3,776.88
		B92		Digital HD/SD 3G patch panel, 32 circuit, full normal, 1.5 RU, dual over/under ID strips, including all panels for 128x128 matrix	ADC	PEE16232-MMT-BK		B	\$ 7,384.00	\$ 78.49	\$ 9,011.54
		B93		3G patch cords, mini VHS, 30"	ADC	B3V-S1M		24	\$ 312.00	\$ 1.11	\$ 338.52
		B94		Video Screen High Grade LCD Monitor	Sony	LED2341W		1	\$ 3,364.00	\$ 285.84	\$ 3,649.84
3	ADD	B95		Monitor Rack Mount	DS	Custom		1	\$ 259.00	\$ 22.02	\$ 281.02
		B96		Waveform/Vectorscope Raster Display, with analog, AES and embedded audio option	Videaak	VTM-2400	VTM-A3-OPT 1	1	\$ 6,002.00	\$ 510.17	\$ 6,512.17
3	ADD	B71		Advanced 8 channel dual 3/32 HD/SD (SD) embedded Gobby D, E and AES audio processor with metering and alternate unencoded Dolby, AES and analog inputs. Mix, monitor, meter and convert to AES and analog	Wobler	AMP1-EBMDA		1	\$ 6,895.00	\$ 581.23	\$ 7,476.23
		B97		Clock, Slave, Digital, .85" Display, 1RU, timecode/TOD input, power supply	ESE	ES-461UP/UL		1	\$ 357.00	\$ 30.35	\$ 387.35
		B98		Control and programming system control computer assembly. Rack shelf for above	OF E	OF E		1	\$ 68.00	\$ 4.63	\$ 72.63
		B99		Full LCD Keyboard/Monitor	Middle Atlantic	RM-KB-LC017		1	\$ 1,604.00	\$ 138.34	\$ 1,742.34
		B100		10/100 Network Switch, 24 port	Middle Atlantic	SE-100-224		1	\$ 132.00	\$ 11.22	\$ 143.22
		B101		Standards and format conversion system, consisting of AD Converter modules, four channel analog composite NTSC and stereo audio to SDI, with built in TBC's	Evertz	783702E-A4-3RU		10	\$ 21,340.00	\$ 181.39	\$ 23,153.90
		B102		Evertz is dual unit - therefore doubled quantity	Evertz	783702E-A4-3RU		1	\$ 2,134.00	\$ 181.39	\$ 2,315.39
2	INC	B105		AD Converter modules, four channel analog composite NTSC and stereo audio to SDI, with built in TBC's	Evertz	783702E-A4-3RU		24			
		B106		Evertz is dual unit - therefore doubled quantity	Evertz	783702E-A4-3RU		24			
		B107		Transformer, audio, balanced to unbalanced for above	Evertz	781202X-AESB-3G-3RU		2	\$ 10,672.00	\$ 453.55	\$ 11,979.12
2	ADD	B107		3/3 HD subconverter, converter with external AES	Evertz	7700FC-3RU		2	\$ 1,668.00	\$ 70.89	\$ 1,699.78
		B108		Controller module for distribution amplifiers and conversion modules	Evertz			1	\$ -	\$ -	\$ -
		B109		Converter and Distribution Amplifier module Touch Screen	Evertz			1	\$ -	\$ -	\$ -
		B110		Control Front Panel	Evertz			1			
		B111		Control Application Software	Evertz			1			
		B112		Control Application Software	Evertz			1			
		B113		Converter and distribution amplifier module tray, 3 RU, with power supply, network control, external frame reference, front panel, fixed back plate with BNC and DB connectors	Evertz	7800FR		2	\$ 2,202.00	\$ 93.59	\$ 2,389.17
		B114		Second power supply module for above	Evertz	7800PS		2	\$ 300.00	\$ 34.00	\$ 334.00
		B115		Master Control subsystem, consisting of:	Evertz			23			

0127



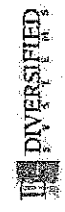
CO#	ADD/DEL	IS	Item #	Item	Description	Manufacturer	Model	Qty	Unit Price	Extended Price	Sales Tax
			1220		HD multi-standard AES amplifier module, with Audio Level Control software option	Evertz	92DAE4-HD	2	\$ 3,796.00	\$ 7,592.00	\$ 168.78
			1230		New Rack Room A15	Evertz	500AC02-HD/9D	2	\$ 2,534.00	\$ 5,068.00	\$ 107.70
			1240		Emergency Bypass Automatic Video switch module, two input, one output, with relay output	Evertz	7700FC-9RU	2	\$ 1,688.00	\$ 3,376.00	\$ 70.88
			1290		Controler module for distribution, amplifiers and conversion modules	Evertz	7800FF	2	\$ 2,202.00	\$ 4,404.00	\$ 93.89
			1280		Converter and distribution amplifier module tray, 3 RU, with power supply, network control, external frame references, front panel, front back doors with BNC and DB connectors	Evertz	7800PS	2	\$ 800.00	\$ 1,600.00	\$ 34.00
			1290		Second power supply module for above	Evertz	7700ADA7-9RU	2	\$ 454.00	\$ 908.00	\$ 19.30
			1300		Distribution amplifier module, analog audio, dual 1 in 4 out, balanced I/O, 44dBm nominal level	Evertz	7700ADA7-9RU	2	\$ 464.00	\$ 928.00	\$ 19.30
			1300		Video Distribution Amplifier, Analogue, XTSC/AES/ITU Level	Evertz	7700ADA7-9RU	-2	\$ 464.00	\$ -928.00	\$ -19.30
			1300		Distribution amplifier module, analog audio, dual 1 in 4 out, balanced I/O, 44dBm nominal level	Evertz	7700ADA7-9RU	2	\$ 464.00	\$ 928.00	\$ 19.30
			1310		Distribution amplifier module tray, analog audio, 2 RU, with power supply, front panel, fixed back plane with terminal connectors	Evertz	7800FR	1	\$ 1,101.00	\$ 1,101.00	\$ 23.02
			1312		Balanced Analog Audio Distribution Amplifier (configurable as 1x8 or 2 1x4)	Evertz	7700ADA-AUJ-8RU	4	\$ 1,288.00	\$ 5,152.00	\$ 108.95
			1320		Second power supply module for above	Evertz	7800PS	1	\$ 400.00	\$ 400.00	\$ 8.40
			1331		3G-HDS/SD Dual Downstream Keyer with Internal Logo with Visual and HIT Options Cannot be ordered together for this Product; +IG Installation for 7800PSAB-3G	Evertz	7827FSK2-LG-3G-9RU-FCMUL+E	2	\$ 1,278.00	\$ 2,556.00	\$ 53.68
			1332		Shoreline Frame (Order Rear Plate, No card) (includes power supply)	Evertz	7800DAB-3G-IG-9RU	2	\$ 3,088.00	\$ 6,176.00	\$ 130.89
			1333		Graphic input card for VIP or VIPX. Supports DVIRGB with LR audio up to 1920x1200 and Outputs HD/SD over coax (installs in 7800FR frame)	Evertz	S7701FR	1	\$ 203.00	\$ 203.00	\$ 4.27
			1334		3G-HDS/SD Advanced Frame Synthesizer	Evertz	7787RGBT-VIP-9G-SA	1	\$ 987.00	\$ 987.00	\$ 20.90
			1335		Color Display with stereo	Evertz	7847FSE-3G-9RU	1	\$ 3,202.00	\$ 3,202.00	\$ 67.64
			1341		Digital HD/SD 3G patch panel, 32 circuit, full normal, 1.5 RU, dual cover/under ID strips	ADC	PP-ET-6232-MVJT-BK	2	\$ 923.00	\$ 1,846.00	\$ 39.11
			1380		3G patch cords, mini Video, 39"	ADC	BSV-STM	6	\$ 78.00	\$ 468.00	\$ 9.88
			1370		3G patch cords, mini Video, 36"	ADC	BSV-STM	18	\$ 284.00	\$ 5,112.00	\$ 108.39
			1381		Digital HD/SD 3G patch panel, 32 circuit, full normal, 1.5 RU, dual cover/under ID strips	ADC	PP-ET-6232-MVJT-BK	2	\$ 1,846.00	\$ 3,692.00	\$ 78.46
			1390		Video analog/SD digital patch cords, Video, 36"	ADC	BSV-STM	6	\$ 78.00	\$ 468.00	\$ 9.88
			1390		Video analog/SD digital patch cords, Video, 36"	ADC	BSV-STM	18	\$ 284.00	\$ 5,112.00	\$ 108.39
			1400		Analog Audio bankam patch panel, 40 circuit, 1.5 RU, dual cover/under ID strips, full normal, with E3 riser connectors	ADC	PPP1248-E3-HN-S	1	\$ 920.00	\$ 920.00	\$ 19.42
			1410		Audio bankam patch cords, 36"	ADC	G3B	6	\$ 104.00	\$ 624.00	\$ 13.20
			1410		Audio bankam patch cords, 36"	ADC	G3B	6	\$ 104.00	\$ 624.00	\$ 13.20
			1420		Broadcast automation system, four channel. System shall include; System Software as follows: - Professional Edition, - up to 4 channels, - One EventServer connection or one primary/backup pair of EventServer connections includes TurboBrowser Professional Edition	Crispin					
			1430		Program Control Application - Professional Edition, - up to 4 channels, - One EventServer connection or one primary/backup pair of EventServer connections includes TurboBrowser Professional Edition	Crispin	SW4300 ON-AIR-4801	1	\$ 5,175.00	\$ 5,175.00	\$ 109.68
			1441		Program Playback Channel for ReplayPlayX - includes Merger Rules for a single player / dublist / source list	Crispin	SW4300 ON-AIR-4803	2	\$ 3,450.00	\$ 6,900.00	\$ 146.63
			1451		Program Playback "Utility" Channel for ReplayPlay X - includes Merger Rules for a single player / dublist / source list	Crispin	SW4300 ON-AIR-4803	2	\$ 2,998.00	\$ 5,996.00	\$ 127.92
			1461		ReplayPlay X2000 Online Editor Application - includes TurboBrowser Professional Edition	Crispin	SW4800 ON-AIR-4802	1	\$ 863.00	\$ 863.00	\$ 18.26
			1471		Device Server 16 Port Real-time Control Software - includes EventServer	Crispin	SW4800 REAL-TIME	1	\$ 18,975.00	\$ 18,975.00	\$ 405.88
			1481		WarmStart DeviceServer - for use with Manual Switch	Crispin	SW4500 APTL SVS / CMPT-16010	1	\$ 2,698.00	\$ 2,698.00	\$ 57.56
			1491		RapidPlay2000 Feature - Gap Auto Fill	Crispin	SW4300 ON-AIR-4812	1	\$ 2,300.00	\$ 2,300.00	\$ 48.50
			1500		Dubber Media Acquisition and Prep Application - Base Package	Crispin	SW4100 MEDIA ACQ-4028 Dubbs/2000	1	\$ 3,490.00	\$ 3,490.00	\$ 74.25

0128



Qty	Ext \$ Self	Sales Tax	Extended Price	Model	Description	Item
1	\$ 3,460.00	\$ 295.25	\$ 3,755.25	Crispin	ReasonScheduler Set Record Channel and Application, includes one channel of traffic conversion for satellite record schedule.	1510
1	\$ 7,765.00	\$ 669.86	\$ 8,434.86	Crispin	AssesBase 2000 Media Management Software, Base Software - site license - includes Database, Video and audio, workstation, copy of the AS application shall be installed on the Dubber workstation for redundancy.	1551
1	\$ 1,725.00	\$ 146.63	\$ 1,871.63	Crispin	New Rack Mount ATX	1651
1	\$ 2,566.00	\$ 219.98	\$ 2,785.98	Crispin	Supervisory View - complete 90 minute timeline view of each channel's playlist with potential errors and event specific warning	1550
1	\$ 8,625.00	\$ 733.13	\$ 9,358.13	Crispin	AssesBase 2000 - Add Lorez Proxy Creation of Video Server Assets	1551
1	\$ 2,688.00	\$ 219.98	\$ 2,907.98	Crispin	Mappr Traffic Schedule Translation Application for Excel, includes one channel Traffic conversion per RPX playlist purchased. For use in environments not currently running a traditional traffic system.	1571
1	\$ 1,725.00	\$ 146.63	\$ 1,871.63	Crispin	AS Run Log Generation and Translation Application, includes auto-backup support for the traffic system.	1551
1	\$ 1,055.00	\$ 87.98	\$ 1,142.98	Crispin	AS Run Log Generator for Additional Channels, includes auto-recor if supported by the traffic system	1651
				Crispin	System Hardware as follows:	1650
2	\$ 9,465.00	\$ 403.24	\$ 9,868.24	Crispin	Crispin Server for use with Devco Server. Crispin provides ZRU server class workstations, Windows Embedded Standard 7, 500GB min. Hard Drive 4GB, Xenon Quad 2.13GHz Nehalem processor, Dual redundant hot swappable Power supplies, Dual GigE, Uniswaps card	1641
1	\$ 655.00	\$ 73.36	\$ 728.36	Crispin	Dual Video Card for ReplayPlayX - customer can elect VGA or DVI formats	1651
1	\$ 173.00	\$ 14.71	\$ 187.71	Crispin	16 Port RS-422 Interface	1651
2	\$ 1,726.00	\$ 146.63	\$ 1,872.63	Crispin	16 Port RS-422 Ethernet Switch for dual Crispin Devices	1651
1	\$ 650.00	\$ 73.36	\$ 723.36	Crispin	Black Box RS-422 Ethernet Switch for dual Crispin Devices	1651
1	\$ 1,035.00	\$ 87.98	\$ 1,122.98	Crispin	Servers: This switch is a passive A/B that switches the 37 pin D connectors for the RS-422 Ethernet from the Rockaboot PCI card. The 483 Rockaboot breakout units are downstream of the A/B switch, the procedure is to shut down the cr-line Devices Server, change the switch from A to B and then bring up the warm spare Device Server	1651
1	\$ 2,156.00	\$ 183.26	\$ 2,339.26	Crispin	Rockmount GPI Frame with 12 inputs and 12 Outputs	1701

0129



Department of Technology Services
Equipment List M&M

Department of Technology Services
Equipment List M&M

ADD/DEL	QTY	Part #	Description	Model	Ext Self	Sale Tax	Extended Price
2	ADD	1711	Chispin Server for use with Dubber and AreaBase. Chispin provides 2RU server class workstation, Windows Embedded Standard 7, 500GB min. Hard Drive, 4GB, Xenon Quad 2.13GHz Intel processor, Dual redundant hot swappable power supplies, Dual GbE ports, 800W Power Supply, 19" rack mount.	Chispin	1	\$ 4,313.00	\$ 4,679.81
2	ADD	1720	Chispin Server for use with Dubber and AreaBase. Chispin provides 2RU server class workstation, Windows Embedded Standard 7, 500GB min. Hard Drive, 4GB, Xenon Quad 2.13GHz Intel processor, Dual redundant hot swappable power supplies, Dual GbE ports, 800W Power Supply, 19" rack mount.	Chispin	1	\$ 963.00	\$ 1,039.99
2	ADD	1731	Chispin Server for use with Dubber and AreaBase. Chispin provides 2RU server class workstation, Windows Embedded Standard 7, 500GB min. Hard Drive, 4GB, Xenon Quad 2.13GHz Intel processor, Dual redundant hot swappable power supplies, Dual GbE ports, 800W Power Supply, 19" rack mount.	Chispin	1	\$ 1,294.00	\$ 1,403.99
2	ADD	1741	Chispin Server for use with Dubber and AreaBase. Chispin provides 2RU server class workstation, Windows Embedded Standard 7, 500GB min. Hard Drive, 4GB, Xenon Quad 2.13GHz Intel processor, Dual redundant hot swappable power supplies, Dual GbE ports, 800W Power Supply, 19" rack mount.	Chispin	1	\$ 9,488.00	\$ 10,294.48
3	ADD	1750	HMX Computer Interface Module (Transmitter for DVI/VGA video, USB & audio)	Avocent	5	\$ 3,625.00	\$ 3,993.13
3	ADD	1761	HMX Manager, Management appliance for HMX extender systems	Avocent	1	\$ 3,102.00	\$ 3,366.87
3	ADD	1762	HMX User Station, USB, single DVI-I audio, desktop user station	Avocent	3	\$ 2,175.00	\$ 2,358.88
3	ADD	1763	Traffic PC, Desk Top PC with Windows XP Pro, Dual SVGA Card, Serial and dual GbE interfaces	OFE	1	\$ 374.00	\$ 401.99
3	ADD	1764	Monitor, 24" LCD, Automation Control	JE	1	\$ 18.00	\$ 19.36
3	ADD	1765	Keyboard	Loatch	1	\$ 20.00	\$ 21.70
3	ADD	1766	Mouse (three button scroll)	Loatch	1	\$ 28.90.00	\$ 31.14
3	ADD	1767	Video Cable, Connectors	Diversified	1	\$ 4,253.00	\$ 4,514.51
3	ADD	1768	Miscellaneous hardware, mounting accessories, adapters, as required	Diversified	1	\$ 23,150.00	\$ 24,600.00
3	ADD	1769	New Rack Room A15	Diversified	1	\$ 107,225.00	\$ 114,400.00
3	ADD	1770	Installation	Diversified	1	\$ 1,455.00	\$ 1,550.00
3	ADD	1771	Documentation	Diversified	1	\$ 25,905.00	\$ 27,400.00
3	ADD	1772	Other Non-Equipment Costs (List Item)	Diversified	1	\$ 14,400.00	\$ 15,200.00
3	ADD	1773	2-Year Maintenance Agreement	Diversified	1	\$ 2,700.00	\$ 2,850.00
3	ADD	1774	Project Expenses	Diversified	1	\$ 6,783.00	\$ 7,175.00
3	ADD	1775	Freight and Shipping Charges	Diversified	1	\$ 1,875.00	\$ 1,990.00
3	ADD	1776	First Day Tech Support	OnSite	1	\$ 1,125.00	\$ 1,190.00
3	ADD	1777	Local Tech Support	OnSite	1	\$ 1,125.00	\$ 1,190.00
2	ADD	1841	First Day-System Commissioning includes expenses for travel to the 48 contiguous states and D.C. Customer changes resulting in additional expenses will be billed separately at cost.	Chispin	1	\$ 2,500.00	\$ 2,600.00
2	ADD	1851	System Commissioning - per day charge, additional days includes travel to the 48 contiguous states and D.C. Customer changes resulting in additional expenses will be billed separately at cost.	Chispin	3	\$ 6,300.00	\$ 6,300.00
2	ADD	1862	First Day Training - System Training per day charge, includes expenses for travel to the contiguous 48 states and D.C. Customer changes resulting in additional expenses will be billed separately at cost.	Chispin	1	\$ 2,500.00	\$ 2,600.00
2	ADD	1863	System Training - per day charge, additional days includes expenses for travel to the contiguous 48 states and D.C. Customer changes resulting in additional expenses will be billed separately at cost.	Chispin	2	\$ 4,200.00	\$ 4,200.00

0130



COM	ADD / DEL	US Item #	Item	Description	Manufacturer	Model	Qty	Ext Sell	Sales Tax	Extended Price
2	ADD	1955		Crispin Universal Device Support Plan. This Universal Device plan allows the licensee to use any available Crispin supported device driver for all licensed device ports without incurring additional licensing fees. This allows all existing licensed device ports in a Crispin system to utilize any and all other interfaces at any time. Note that this plan includes licensing but does not include associated support fees for the setup, configuration, and training etc., which are billed at the customer's Crispin inquiry support rate. This Plan includes all licensed device ports for the Crispin Device Server and does not apply to some Crispin asset management modules such as Digital Transfer Agent which may require separate and additional interface license fees for new services or interfaces. Crispin 4 Life - Hardware Warranty Extension: Crispin 4 Live provides three (3) additional years of hardware warranty on Crispin manufactured hardware. Customer is required to provide access for remote diagnostics through a PN or other secure internal connection.	Crispin	SVC:1400 SUPT:1405	1	\$ -	NT \$	\$ -
2	ADD	1956		Crispin 4 Life - Hardware Warranty Extension: Crispin 4 Live provides three (3) additional years of hardware warranty on Crispin manufactured hardware. Customer is required to provide access for remote diagnostics through a PN or other secure internal connection.	Crispin	SVC:1400 SUPT:1406	1	\$ -	NT \$	\$ -
2	ADD	1957		Crispin 4 Live - is included with all Crispin systems. Crispin 4 Live provides four (4) years of 24/7/365 support for the system including phone support, email support, remote diagnostics, bug fixes and other updates. Support for customer selective changes (new traffic system, facility move, etc) is not included under this service plan and would bill at the prevailing rate. Customer is required to provide access for remote diagnostics through a VPN or other secure internet connection.	Crispin	SVC:1400 SUPT:1405	1	\$ -	NT \$	\$ -
2	ADD	1961		Training & Commissioning	Evertz	Training & Commissioning (3 Days)	1	\$ 9,200.00	NT \$	\$ 9,200.00
5	ADD	1970		Training & Commissioning	Evertz	Training & Commissioning (2 Days)	1	\$ 3,600.00	NT \$	\$ 3,600.00
		1980		Subtotal: New Rack Return A15				\$ 724,579.00	\$ 13,587.54	\$ 738,166.54
		1990		Option 1						
		2000								
		2010		Add Image Video Under Monitor Display & Tally Interface. Dynamically updates names and titles on Multivideo monitor displays. Interfaces to all Routers and Switcher and performs intelligent source tracking through multiple routers and switches. Software option to drive Evertz VIP.	Image Video	151-0139-01	1	\$ 5,900.00	\$ 502.18	\$ 6,402.18
		2030		TSI-3000 Under Monitor Display & Tally Interface.	Image Video	152-0182-01	1	\$ 850.00	\$ 72.25	\$ 922.25
		2040		Software option to drive Evertz VIP	Image Video	200-0009-00	1	\$ 1,035.00	\$ 87.98	\$ 1,122.98
		2050		TX-4816 Parallel Interface unit with 16 jumper configurable inputs, and 16 optional closure outputs	Image Video	134-0004-04	1	\$ 537.00	\$ 71.15	\$ 608.15
				Total Option 1				\$ 8,630.00	\$ 733.65	\$ 9,363.65
				Total Contract				\$ 1,190,268.00	\$ 72,532.46	\$ 1,262,800.46

0131

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Donald F. LaPenna Associates, Inc. P.O. Box 1868 Cranford, NJ 07016	CONTACT NAME: PHONE (A/C, No, Ext): (732) 574-8000 FAX (A/C, No): (732) 574-8001 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED DSI Video Systems LLC 363 Market Street Kenilworth, NJ 07033	INSURER A: Hartford Insurance Group	
	INSURER B: Hartford Casualty Insurance Co 29424	
	INSURER C: Twin City Fire Insurance Co. 29459	
	INSURER D: Lloyd's of London(DVUA)	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** M 12-13 DSI master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	13UUNZU6433	08/10/2012	08/10/2013	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	13UUNZU6433	08/10/2012	08/10/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$					
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		13RHUZU6210	08/10/2012	08/10/2013	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NR) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	13WBPL3428	08/10/2012	08/10/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Professional Liability					451042 01/04/2012 12/22/2013 \$5,000,000 per Claim \$5,000,000 Aggregate \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See attached for additional insureds

A- Third Party Crime 00TP0261345010 01/14/12 01/14/13 Limit \$1,000,000 dedt 10,000
 A- Installation Floater 13MJSV5906 08/10/2011 08/10/2012 Limit \$1,000,000 dedt \$5,000

CERTIFICATE HOLDER City and County of San Francisco Department of Technology One South Van Ness Avenue 2nd Floor San Francisco, CA 94130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Donald F. LaPenna Jr./EED

Φ132

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

City and County of San Francisco its officers, agents, and employees
Dept of Technology
1 South Van Ness Ave
2nd Floor
San Francisco, CA 94130

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designated Construction Project(s): All Locations</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

0134

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- 2. Exclusions**
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. "Bodily injury" or "property damage" occurring after:
- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

**Location And Description Of Completed
Operations**

BLANKET COVERAGE APPLIES

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

0134

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

BLANKET COVERAGE APPLIES

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

0137

POLICY NUMBER: 13 UON 206433

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: All entities required by contract to provide this extension of coverage.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**Contract Agreement
March 30, 2012**

**City and County of San Francisco
And
DSI Video Systems, LLC DBA Diversified Systems**

PSC #4038-11/12

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

Agreement between the City and County of San Francisco and
DSI Video Systems, LLC DBA Diversified Systems

This Agreement is made this 30th day of March, 2012, in the City and County of San Francisco, State of California, by and between: DSI Video Systems, LLC dba Diversified Systems, 3275 Edward Avenue, Santa Clara, CA 94054, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of Technology ("Department") wishes to procure a digital television video upgrade at San Francisco Government Television (SFGovTV) and,

WHEREAS, a Request for Proposal ("RFP") was issued on September 8, 2011, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4038-11/12 on September 23, 2011;

Now, THEREFORE, the parties agree as follows:

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

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from March 30, 2012 to September 30, 2012. In addition, the City shall have one option to extend

Y400 III

the term of the agreement for a period of one year, which the City may exercise in its sole, absolute discretion.

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services identified as "Scope of Work", "Exhibit A-Resource Loading (dated January 19, 2012)", "Exhibit B-Project Schedule (dated January 19, 2012)", "Exhibit D-Standards and Practices", and "Exhibit E Maintenance Services" provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation. Compensation shall be made in accordance with the payment milestones for the work performed and identified in Appendix B, as set forth in Section 4 of this Agreement, that the City Project Manager, or Designee, in his or her sole reasonable discretion, concludes has been performed. In no event shall the amount of this Agreement exceed One Million Two Hundred One Thousand Two Hundred Thirty Three Dollars (\$1,201,233). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, as more particularly described in the Scope of Work and required under this Agreement, are received from Contractor and approved by the City Project Manager or Designee as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All

amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Disallowance. If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

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

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

2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

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

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

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

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

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

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

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

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

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

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

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

16. Indemnification

a. **General.** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of

investigation), that arise out of, pertain to, or relate to; directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

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

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

17. **Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. **Liquidated Damages.** Left blank by agreement of the parties.

20. **Default; Remedies**

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

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

- | | |
|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties. | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 58. Graffiti removal |

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

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

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

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

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

- 1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- 2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- 3) Terminating all existing orders and subcontracts.
- 4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- 6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- 7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

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

- 2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or

lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- | | |
|---|---|
| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. **Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will

immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

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

To City: San Francisco Department of Technology
Contracts Administration
One South Van Ness Avenue, 2nd Floor
San Francisco, CA 94103
dtcontracts@sfgov.org

To Contractor: Robert G. Daines, Vice President
Diversified Systems
3275 Edward Avenue
Santa Clara, CA 95054

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

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

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

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

32. Earned Income Credit (EIC) Forms. Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is 5%. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

3) **Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

4) **Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. **Nondiscrimination; Penalties**

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San

Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. **MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

37. **Drug-Free Workplace Policy.** Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. **Resource Conservation.** Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. **Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities

provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored

or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement

for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO

and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference.

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. **First Source Hiring Agreement.**

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

6) Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages.

Contractor agrees:

1) To be liable to the City for liquidated damages as provided in this section;

2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts.

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this

section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

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

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

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

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

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

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

54. Services Provided by Attorneys. Left Blank by Agreement of the Parties.

55. Supervision of Minors. Left Blank by Agreement of the Parties.

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

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements. Left Blank by Agreement of the Parties.

60. Slavery Era Disclosure. Left Blank by Agreement of the Parties.

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

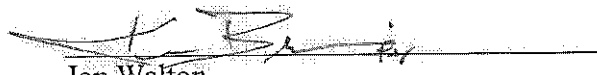
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

DSI Video Systems, LLC DBA
Diversified Systems



Jon Walton
Acting Chief Information Officer
Director, Department of Technology
City and County of San Francisco

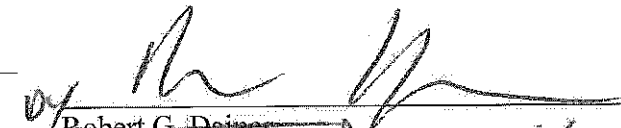
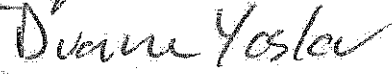
By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Deputy City Attorney


Robert G. Daines
Sr. Vice President
3275 Edward Avenue
Santa Clara, CA 95054


Approved:



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

City vendor number: 87193

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges

18 JUN 2012 10:50 AM
CITY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION AND PURCHASER

RECEIVED
PURCHASING DEPARTMENT
12 APR 2 PM 2:28

9710

Appendix A
Services to be provided by Contractor

Scope of work

1. With SF GovTV staff, fully evaluate the existing Control Rooms and Master Control for both design and workflow.
2. Working closely with SF GovTV staff, create a complete design package for the new systems. We will be building a system that will initially run with SD-SDI signals, but all the equipment will be multi-format capable so that a switchover to HD requires no additional equipment. In addition, all the infrastructure (cables patchbays, DA's, interface gear, and router) will be 3G capable.

Our current understanding of the new systems is:

- a. Two new digital control rooms which are identical in design. Major items in the control rooms will be a GVG Kayak switcher panel (connected to a shared frame) a Yamaha audio mixer, and video monitoring on a large flat screen using a multi-video processor. Some equipment (such as CG, Crestron, Intercom panel) will be transferred from the existing rooms.
 - b. All equipment that operators do not need to touch will be installed in six racks in Room 93. The major items here are the new router, switcher, terminal gear, monitor wall multi-video processors, Omneon servers, Crispin Automation.

Some of this rack space will be obtained by moving equipment, as specified in Change #5. We will work closely with SF GovTV staff so that this move is completed with no or minimum disruption to existing operations.
 - c. Interfacing to the existing systems. Connection to the existing analog camera and other sources, and interfacing to the existing PESA routers. All router control will be from the new router system, so that from the operators perspective there is just one integrated system.
 - d. Updated Master control system to interface with the new Crispin automation and provide new HD capable paths.
 - e. A new, GPS locked sync and timing generation and distribution system that will provide signals for the new system and lock the existing systems.
3. Installation & Commissioning of all new equipment and cables. Cables that run between rooms will be Plenum rated. In addition, moving and integrating some of the existing equipment, and scheduling these moves to cause no disruption.
 4. Moving approximately 80-100 hours of material from the existing Pinnacle servers to the new Omneon servers. Since the Pinnacle servers do not have an Ethernet gateway (as per RFI response) this transfer will be done baseband. This will be a good first test of the new Omneon servers.
 5. Working with SF GovTV staff to plan a smooth transition to the new system. This includes organizing operator and engineer training.

Our Design & Installation Approach

Design

We will use the existing drawings as a preliminary design and will have an initial review meeting with SF GovTV staff to discuss the design. We will then create an Intermediate design package, which we will again review with SF GovTV. We would like operators to be present while reviewing the control room layouts, while the wiring diagrams will be reviewed with SF GovTV engineers. Information from this review will be used to create the Final design package which will be reviewed, red-lined and signed off by SF GovTV.

Build-to Documentation

The updated and approved package will then be handed to the project Install Supervisor who will create a wirelist. This process has the dual benefits of allowing the Install Supervisor to become very familiar with the design package, and to catch any final small mistakes. No cable is made, installed or changed until it has been put on a drawing and wirelisted – this ensures the accuracy of the final “As-Built” documentation.

Cable Fabrication

The wirelist discussed above is used to produce work-orders for our Cable Fabrication department who will make most of the cables which will be shipped to site. (inter-room runs will be installed on-site). Our Cable Fabrication department uses automated stripping and crimping tools, and rigorous procedures so that they have an error rate of less than 1 in 10,000.

Installation

Our Installers are highly experienced and produce neat, easy to maintain systems, even in highly dense racks with hundreds of cables.

Document Control

Throughout all these procedures (in our office and while installing on-site) we use very strict document control procedures to ensure that for each drawing, everyone is always using the most up to date Master file and printout.

Schedule

Our understanding is that the new system must be functional within four (4) months of Notice to Proceed. Where we can do so without risk, we will slightly overlap the Design, Purchasing and Install phases.

San Francisco Department of Technology
SFGovTV Digital Upgrade Project-Phase I

# of days	Task/Activity Description
Start:	Notice to proceed
+1-4 days:	<p>Within days of Notice to Proceed we will have a design review with SF GovTV to look at and refine the current design. During this design review, we will work out the equipment that can be immediately ordered (e.g. Switcher, Router).</p> <p>During the next 30 days our engineers will be creating design drawings. We will host a weekly conference call and "webex" with SF GovTV staff to review drawings as they are created. Drawings will be posted in a folder on our FTP server to which SF GovTV staff will have access.</p>
+10 days:	Move existing equipment in Room 93 to create empty racks, as discussed in Change Notice #5. The timing of this work can be any time before on-site installation starts.
+ 30 days:	<p>Intermediate Design Review. At this point, all drawings will have been created, though may be missing some details (e.g. the exact patch point may not have been allocated).</p> <p>We will order most of the rest of the equipment following this design review. Some cables can also be wirelisted and made (e.g. Router and Switcher I/O to patch).</p>
+45 days:	Install inter-room cables. Though the design is not finalized at this point, we will know quantities and types of cables to run. Doing this work now will save time during the main installation phase.
+50 days:	<p>Final Design Review. Drawings will be signed off by SF GovTV, with and without changes.</p> <p>Drawings without changes will immediately be passed to the Install Supervisor for wirelisting.</p> <p>In the following 10 days, drawings with changes will be updated and wirelisted, and cable fab will make most of the cables.</p>
+60 days:	Start work on-site.
+90 days:	Start of testing of major sub-systems. e.g. the Router and its cables can be tested, even if the install team has not completed connections to other sub-systems. Around this time we will work out a detailed transition plan with SF GovTV, with particular focus on equipment that must be moved from the existing to the new control rooms. Where possible we will temporarily move equipment to ensure it works correctly in the new system. e.g. we will temporarily connect an Intercom panel to the new Control rooms, check that everything functions as expected, and then return the Intercom panel. This will ensure a smooth transition later.

# of days	Task/Activity Description
+110 days:	System installation, testing and configuration substantially complete. A punch list of outstanding items will be created with SF GovTV staff, which in the following days will either be rectified or a work-around agreed upon. Operator training on the Switcher, Router, Audio mixer and Crispin automation.
+120 days:	Execution of transition plan and final full system tests.

Assignment of tasks

Project Manager

Responsible for Co-ordination, Schedule and Budget. Co-ordinates the Diversified team with SFGov TV, other contractors (architect, construction, electricians) and equipment vendors. Also responsible for logistics, getting equipment, cables, tools, etc to and from site.

Lead Engineer

Responsible for ensuring that the design meets all of the goals of SF GovTV and that the different sub-systems work seamlessly together. Also responsible for providing full and accurate documentation of the new system, and training SF GovTV maintenance engineers. Given the 4 month schedule required, the Lead Engineer will work with two additional engineers to design and commission the system.

Installation Supervisor

As discussed in the section above, creates the wirelist and is responsible for coordinating the work of the installation team and ensuring that the installation meets Diversified's standards. Works closely with the Lead Engineer and the Cable Fabrication department described above.

Warehouse Manager

All equipment will be received in our Santa Clara warehouse, where it is checked against the Purchase Orders, and assigned a barcode. This allows equipment to be tracked to ensure that everything ordered has been received. The Warehouse Manager will work with the Installation Supervisor to get equipment and cables to site in a timely manner.

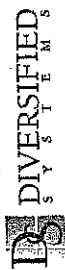


EXHIBIT A - RESOURCE LOADING

LABOR PLAN	Week #	Week Beginning	Week Ending	ACTIVITY TYPE													Total Hours							
				Notice To Proceed			Design			System Preload			On Site Install			System Testing & Commissioning			Off Site					
	WK-1	WK-2	WK-3	WK-4	WK-5	WK-6	WK-7	WK-8	WK-9	WK-10	WK-11	WK-12	WK-13	WK-14	WK-15	WK-16	WK-17	WK-18		WK-19	WK-20	WK-21	WK-22	
	30-Jan-12	6-Feb-12	13-Feb-12	20-Feb-12	27-Feb-12	6-Mar-12	13-Mar-12	20-Mar-12	27-Mar-12	3-Apr-12	10-Apr-12	17-Apr-12	24-Apr-12	1-May-12	8-May-12	15-May-12	22-May-12	29-May-12	5-Jun-12	12-Jun-12	19-Jun-12	26-Jun-12	3-Jul-12	
PROJECT ADMINISTRATION	0	12	8	16	12	16	16	16	16	16	16	16	12	12	12	12	18	24	24	15	12	8	4	316
Senior Project Manager (SM)																								80
Inventory Control (IC)																								32
Project Assistant (PA)																								126
Administration																								554
PROJECT OFFICE TOTAL HOURS	14	21	14	28	22	28	28	32	32	32	30	30	26	26	26	33	38	38	22	17	11	6	6	554
ENGINEERING																								328
Senior Engineer (LE)																								124
Grad Documentation (GD)																								152
ENGINEERING TOTAL HOURS	24	32	52	58	52	62	52	24	16	16	8	0	0	0	0	0	0	0	0	0	0	24	12	452
OFF-SITE STAGING & FABRICATION																								152
Install Supervisor (IS)																								128
Install Lead (IL)																								84
Install Tech (IT)																								540
Cable Fab (CF)																								884
OFF-SITE TOTAL HOURS	0	0	0	0	0	0	24	160	168	152	200	80	80	40	40	0	0	0	0	0	0	0	0	884
INTEGRATION																								450
Install Supervisor (IS)																								410
Install Lead (IL)																								330
Install Tech (IT)																								200
Install Tech (IT)																								200
ENGINEERING TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	250	250	250	250	150	120	120	30	80	24	16	16	1,595
SYSTEM COMMISSIONING																								312
Senior Engineer (LE)																								312
COMMISSIONING TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	16	16	16	24	40	40	40	40	32	24	8	8	312
TRAINING																								120
Senior Trainer																								120
TRAINING TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	40	0	0	120
PROJECT TOTAL HOURS	38	73	66	86	74	80	104	216	216	200	238	376	362	340	316	223	186	238	174	169	183	42	42	3,912

0172

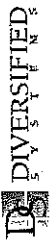
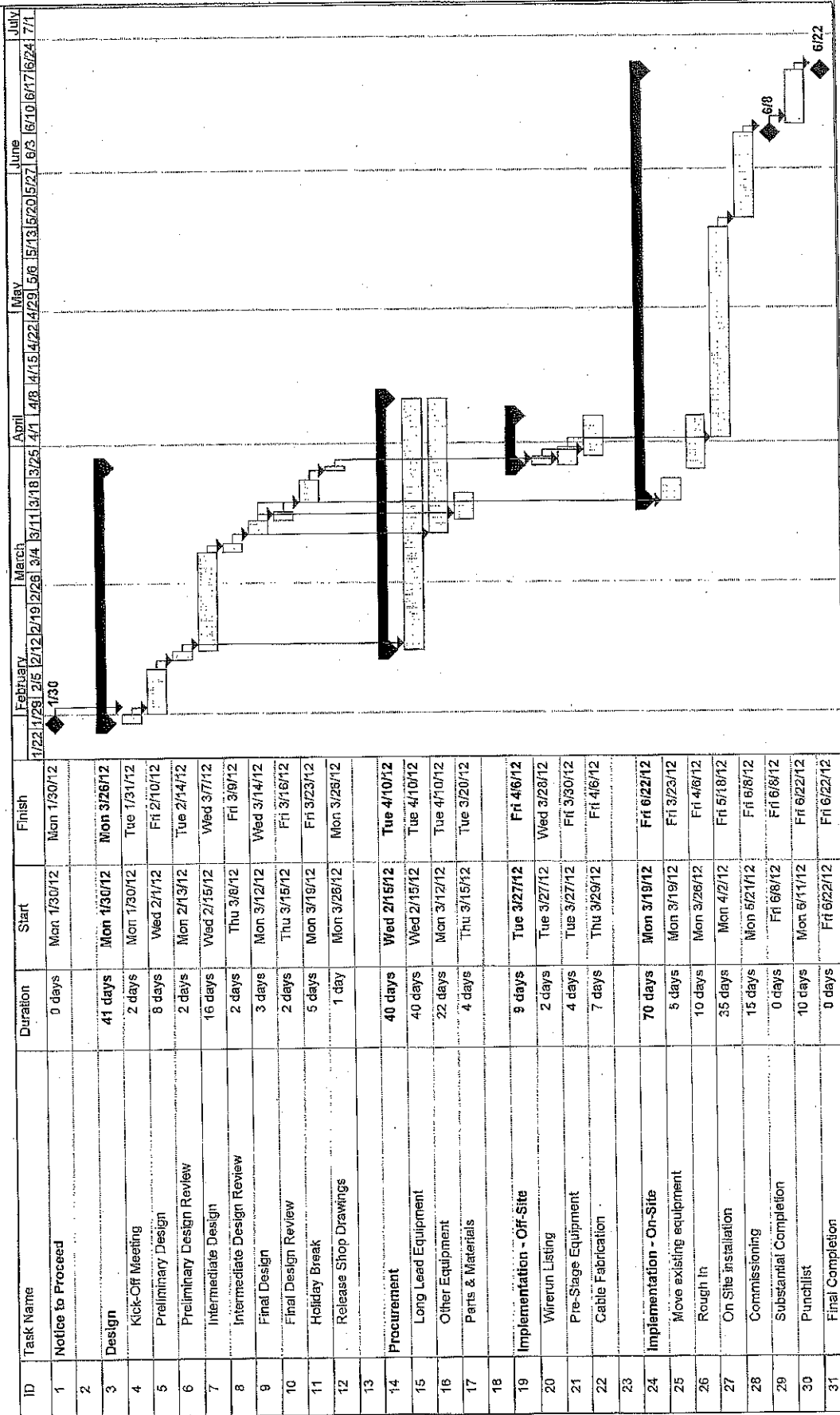


EXHIBIT B - PROJECT SCHEDULE



Legend:

- Task: [Solid Bar]
- Split: [Dashed Bar]
- Progress: [Dotted Bar]
- Milestone: [Diamond]
- Summary: [Thick Bar]
- Project Summary: [Thin Bar]
- External Task: [Hatched Bar]
- External MileTask: [Diamond]
- Split: [Arrow]

0173

Appendix B
Calculation of Charges

Item	Mfr/Model	Description	Model	Dwg Code	Qty	Unit	Unit Bid Price	Sales Tax	Extended Price
1	Grass Valley	Control Rooms G and H Switcher, HD multi-format Production System, capable of supporting up to three control panels and a networkable chassis. The system shall consist of: Switcher, HD multi-format Chassis, 48 input, 24 output, 3 ME (Chassis common to all control rooms)	Kayak		1	Ea.	\$ 119,016.00	\$ 10,116.36	\$ 129,132.36
		INCL LIDES: 3 M/E Frame External Redundant PSU 50m DC Power & LAN cables Internal PSU			1				
		Kayak HD Onsite StartPro - Commissioning. (Travel and Expenses Not Included).			2	Ea.	\$ 11,644.00	\$ 988.74	\$ 25,267.48
		Switcher, HD multi-format Production Control Panel, 1 ME			1	Ea.			
		Switcher, HD multi-format, GPI breakout panel assembly, DB connector to Wheatstone Terminal Strip, rack mounted.			1	Ea.			
2	Evertz	Switcher, I/O Assembly, with Video Distribution Amplifier module, Digital Dual Tx4, HD/SD	500A2Q-HD		14	Ea.	\$ 634.00	\$ 53.89	\$ 9,890.46
		HD multi-standard AES De-Embedder module	520AD4-HD		8	Ea.	\$ 1,801.00	\$ 163.09	\$ 15,632.88
		HD multi-standard AES embedder module	520AE4-HD		2	Ea.	\$ 1,868.00	\$ 168.78	\$ 4,063.56
		HD/SDI Downconverter and Distribution Amplifier Module	510DCDA-HD		2	Ea.	\$ 1,007.00	\$ 85.09	\$ 2,172.17
		Controller module for distribution amplifiers and conversion modules	500FC		2	Ea.	\$ 408.00	\$ 34.00	\$ 866.00
		Converter and distribution amplifier module tray, 3 RU, with power supply, network control, external frame reference, front panel, fixed back plane with BMC and DB connectors. Note: Ensemble Avenue frame is 70 slots Evertz 500FR is 75 slot	500FR		2	Ea.	\$ 1,001.00	\$ 85.09	\$ 2,172.17
		Second power supply module for above	500PS		2	Ea.	\$ 334.00	\$ 28.39	\$ 724.78
3	Evertz	Class D Caption Encoder, HD 708 and SD 808.	HD-8084		2	Ea.	\$ 5,003.00	\$ 425.26	\$ 10,656.51
4	Evertz	Video Wall Processor System, 32 input x 2 output, expandable to 64 input x 3 output, with on-screen VU meters, production switcher serial tally interface, house clock and multiple preset interfaces, variable image formats and sizes, HD/SDI and composite inputs, DVI outputs with HD/SDI adapters, rack mountable in 3RU. Works with Xirix connection on Evertz Router (see below) Includes Magnum Multiviewer software	7087VJPX-32X2 + 7087VJPX-RP2 + XLINK-9HP-5 + Magnum-Multiviewer		1	Ea.	\$ 21,111.00	\$ 1,794.44	\$ 22,905.44
5	Panasonic	Monitor, 50" Plasma, HD, 720p/1080p/1080i, with DVI, RGBHV, SDI, Composite Inputs	TH-50PH11UK		2	Ea.	\$ 1,553.00	\$ 132.43	\$ 3,380.86
6	videotek	Waveform Vector Scope Raster Display, with analog, AES and embedded audio option	VTM-2400, VTM-A3-OPT 1		2	Ea.	\$ 6,002.00	\$ 510.17	\$ 13,021.34
7	Vizio	Monitor/Receiver 19" LCD HD, 720p/1080p/1080i, with CATV/Antenna, HDMI, RGBHV, Composite Inputs	VA19LHDTV10T		2	Ea.	\$ 161.00	\$ 13.69	\$ 349.37

0175

Department of Technology SFGovTV
Digital Video Upgrade Phase 1
Project Code 957CIW-12

Item	Description	Mfr./Model	Model	Dwg./Code	A	QTY	Unit	Unit Bid Price	Sales Tax	Extended Price
8	Control Rooms G and H - Continued Digital HD/SD 3G patch panel, 32 circuit, 1.5 RU, dual lower/upper ID strips	ADC	PEE15232-MVJT-BK	<->	X	3	Ea.	\$ 923.00	\$ 70.48	\$ -3,004.37
9	Audio mixing console, digital, 16 input by 3 output, programmable, with LCD displays, individual meters, analog and digital outputs	Yamaha	01V96VCM	MIX01_MIK02		2	Ea.	\$ 2,432.00	\$ 206.72	\$ -5,277.44
10	Audio Mixing Console AES I/O module for above	Yamaha	MY6-AE	OPTION CARD		4	Ea.	\$ 394.00	\$ 28.39	\$ -1,449.56
11	Telephone/Hybrid Unit, single channel, analog I/O, rack mount, self contained	Comex	DH20	TEL-S01_S02		2	Ea.	\$ 915.00	\$ 77.78	\$ -1,986.55
12	Speaker, Active Monitor, 5" LF, 4" HF	Adiant	ABX	SPKR		4	Ea.	\$ 1,087.00	\$ 92.40	\$ -4,717.58
13	SMPT-E Timecode Display, 4" LED Display, six character, SMPT-E timecode input, With power supply, monitor wall mount	ESE	ES-943UJUL	CLOCK		2	Ea.	\$ 1,012.00	\$ 86.02	\$ -2,196.04
14	VTR Universal Remote Control Panel, RS-422, digital display, Jog knob, keypad, "top" entry	DNF	SI200	(none)		2	Ea.	\$ 1,868.00	\$ 158.67	\$ -4,055.73
15	VTR Universal Remote Control RS-422 Port Switcher, 32 ports, rack mounted, front panel controls. With RS-422 automation interface, RS-232 PC Interface, GPI Interface and lower supply	DNF	SW32PS	(none)		1	Ea.	\$ 4,485.00	\$ 381.23	\$ -4,866.23
16	Main Production console, with tunnels, table top, under counter rack space, internal AC power and signal cable distribution. As per request at Walk-through: console is melonized, height adjustable	Forecast	Custom	(none)	X	2	Ea.	\$ 6,953.00	\$ 542.56	\$ -13,851.11
17	Monitor Wall Support Structure, with adjustable mounts and arms for monitors and program speakers	Forecast	Custom	(none)	X	2	Ea.	\$ 3,623.00	\$ 307.95	\$ -7,861.91
18	Blu-Ray DVD and HDD Recorder/Player	JVC	SR-HD1250	DVD-S01_S04		4	Ea.	\$ 1,156.00	\$ 98.26	\$ -5,017.04
19	Video Field Converter, HD/SDI to HDV and IEEE-1394, with rack mount and power supply	Esirrol/Roland	VC50HD	(none)		2	Ea.	\$ 4,111.00	\$ 349.44	\$ -8,920.87
20	Solid State SD/SDHC Audio recorder	Maranitz	PMD580	ATR-S01_S02		2	Ea.	\$ 1,256.00	\$ 106.76	\$ -2,726.52
21	Video Tape Recorder	OFFE	Connected from PMD750	VTR-S01_S02		2	Ea.	OFF	OFF	OFF
22	Stereo Audio Distribution Amplifier, one in, four out, balanced, -15dB to +18dB gain, with rack mount and power supply	Eventz	Bv Owner 7700ADA-AUD	SPS-S01_S02	X	2	Ea.	\$ 317.00	\$ 26.95	\$ -687.89
23	Rack Mount Kits for above	RDL		(none)		2	Ea.	\$ -	\$ -	\$ -
24	Color Monitors, Quad 4" Analog, rack mounted, with power supply	Marshall	V-R44P	RACK MONITORS		2	Ea.	\$ 1,254.00	\$ 107.44	\$ -2,742.88
25	Rack Mount Shelves for DVD's and VTR's	Middle Atlantic	US17	(none)		4	Ea.	\$ 58.00	\$ 4.93	\$ -251.72
26	Equipment Rack, half height, 19" EIA, with front and rear mounting rails, (G Plug) Strip with outlets on 6" centers, grounding buss, side panels, rear door and table top.	Middle Atlantic	PTRK-14MDK	(none)		2	Ea.	\$ 817.00	\$ 69.45	\$ -1,772.69
27	Wire, Cable, Connectors	Diversified	P&M	(none)		1	Lot	\$ 17,954.00	\$ 1,526.00	\$ -19,480.09
28	Miscellaneous hardware, mounting accessories, adapters, as required	Diversified	P&M	(none)		1	Lot	\$ 2,635.00	\$ 240.96	\$ -3,075.96
E-1	Engineering					1	Lot	\$ 15,480.00	NT	\$ -15,480.00
I-1	Installation					1	Lot	\$ 71,480.00	NT	\$ -71,480.00
D-1	Documentation					1	Lot	\$ 980.00	NT	\$ -980.00
O-1	Other Non-Equipment Costs (List Item): Project Management, Administration & Procurement 2-Year Maintenance Agreement Project Expenses Freight and Shipping Charges	Diversified Diversified Diversified Diversified	P&M MANT EXP FRT			1 1 1 1	Lot Lot Lot Lot	\$ 17,330.00 \$ 9,600.00 \$ 1,800.00 \$ 4,307.00	NT NT NT NT	\$ -17,330.00 \$ -9,600.00 \$ -1,800.00 \$ -4,307.00
	Subtotal: Control Rooms G and H									\$ -485,047.56

0174

Item	Mfr/Model	Description	Model	Dwg Code	Unit	Unit Bid Price	Sales Tax	Extended Price
1	Evertz	New Rack Room AT5 House Reference System, consisting of: Master SPG Assembly, HD/SD multi-format dual generator with changeover, analog and digital SD test signals, analog audio test signals, limecode, HD-SDI test signals, Tri-Level and NISC sync signals, programmable. Master SPG GPS receiver option, with cable and antenna	500MSC-HITG-2PS	SPG01	X 2 Ea.	\$ 6,070.00	\$ 515.95	\$ 13,171.80
	Evertz	video Distribution Amplifier, Analog, NTSC/AES/Trl Level	+GP	SPG01	X 1 Ea.	\$ 834.00	\$ 79.39	\$ 1,013.39
	Evertz	SPG and distribution amplifier module tray, 3 RU, with power supply	7701FR	VDA	X 2 Ea.	\$ 227.00	\$ 19.30	\$ 492.59
	Evertz	Second power supply module for above	7701PSX	(none)	X 1 Ea.	\$ 2,156.00	\$ 183.28	\$ 2,339.28
	Omneon	Audio/Video Server System, HD/SDI, consisting of: 2 RU video file server with integrated storage of 12 ea 2 GB Drives, 2 RaidSets (Dual Parity). Supports up to 8 MediaPorts/Modules (12 Channels) 160MB IP Bandwidth, 16TB Usable LC2H	Spectrum Spectrum Media Center MCP-2200-C2H	SRV	1 Ea.	\$ 34,466.00	\$ 2,929.61	\$ 37,395.61
	Omneon	Server I/O port Module, two channel bidirectional HD/SD MPEG-2 Record and Play, up/down/cross conversion, AFD	Spectrum Media Port MPC-7002	I/O CHASSIS 1, 2	2 Ea.	\$ 1,722.00	\$ 146.37	\$ 3,736.74
	Omneon	Network System Manager, hardware/software combination	Spectrum Media Port MIP-7900-M2H	I/O MODULE 1, 2	4 Ea.	\$ 18,596.00	\$ 1,560.65	\$ 80,708.64
	Cisco	Switch, Gig E, Managed 24 GigE port, 4 10Gig ports	WS-C2960S-24TD-L	DATA SWITCH	1 Ea.	\$ 3,061.00	\$ 260.79	\$ 3,321.79
	Evertz	Video Distribution Amplifier module, Digital Dual 1x4, HD/SD converter and distribution amplifier module tray, 3 RU, with power supply, network control, external frame reference, front panel, fixed back plane with BNC and DB connectors.	500DA2Q-HD	VDAS01 - S04	X 4 Ea.	\$ 834.00	\$ 53.89	\$ 2,751.56
	Evertz	Second power supply module for above	500FR	(none)	X 1 Ea.	\$ 1,001.00	\$ 85.09	\$ 1,086.09
	Midate Atlantic	Pull Out Keyboard/Monitor	500FPS	(none)	X 1 Ea.	\$ 334.00	\$ 28.39	\$ 362.39
	OPE	Server Control PC, Desk Top unit with Windows XP Pro, Dual SVGA Card, Serial and dual GIGe Interfaces.	By Owner	(none)	X 1 Ea.	\$ 1,604.00	\$ 136.24	\$ 1,740.24
	Marshall	Monitor, Color, 3.5" Quad, HD/SDI inputs, rack mount, power supply.	V-R440P-HDSDI	WORKSTATION SERVER MONITORS	2 Ea.	\$ 3,219.00	\$ 273.62	\$ 6,965.23
	Evertz	Switcher, Routing, HD/SDI, 96x96 modular expandable to 128x128 in a single 8RU chassis, with dual power supplies, modules accessible from front, consisting of: 3G/HD/SD Matrix Chassis, 128x128 capacity, 8 RU, back plane BNC panel, control Interface, dual power supplies. 3G/HD/SD Matrix Card set, HD/SDI, for 65x86 configuration, hot swappable from chassis front.	Xenon	RS-DV	X			
	Evertz	Matrix Control System, Dual redundant, IP based control, with RS-422 Interface, control software. Includes Software & Hardware for Control & Monitoring of Router & Terminal Gear	XEB-9232-3C+XLINK+2P-S+FC	RS-DV	X 1 Ea.	\$ 26,213.00	\$ 2,228.11	\$ 28,441.11
	Evertz	10/100 Network Switch, 24 port	XE-IP323G + XE-OP323G	RS-DV	X 1 Ea.	\$ 22,678.00	\$ 1,927.63	\$ 24,605.63
	Evertz	Remote single buss panels	Magnium Router S/W + HP DL 360G7	RS-DV	X 1 Ea.	\$ 17,538.00	\$ 1,490.73	\$ 19,028.73
	Evertz	Remote multi buss panels	ISF-100-224	(none)	1 Ea.	\$ 132.00	\$ 11.22	\$ 143.22
	Evertz	Production Switcher Interface	CP-3200E	(none)	6 Ea.	\$ 1,301.00	\$ 110.59	\$ 1,411.59
	Evertz		CP-3200E	(none)	3 Ea.	\$ 1,301.00	\$ 110.59	\$ 4,494.78
	Evertz		CP-3200E	(none)	1 Ea.	\$ 3,435.00	\$ 291.98	\$ 3,726.98

0177

Department of Technology SFGovTV
Digital Video Upgrade Phase 1
Project Code 957CTW-12

Item	Description	Mfr/Model	Model	Dwg. Code	QTY	Unit	Unit-Bid Price	Sales Tax	Extended Price
	New Rack Room A16								
	Switcher interface to allow control of existing AES router	Evertz	7700PTX-PESA-3RU	(none)	X	Ea.	\$ 3,333.00	\$ 283.48	\$ 3,616.48
	Switcher interface to allow control of existing analog audio-video router	Evertz	7700PTX-PESA-3RU	(none)	X	Ea.	\$ 3,333.00	\$ 283.48	\$ 3,616.48
11	Digital HD/SD 3G patch panel, 32 circuit, full normal, 1.6 RU, ADC dual over/under-ID strips, including all panels for 128x128 matrix	ADC	PFE16232-MVJT-BK		X	Ea.	\$ 923.00	\$ 78.46	\$ 8,011.64
12	3G patch cords, mini Veco, 35'	ADC	B3V-STM	(none)	24	Ea.	\$ 13.00	\$ 1.11	\$ 338.52
13	Monitor, Color, 17" LCD HD/SD/NTSC, Dual SDI, Composite and component inputs.	Parasonic	BTLH1760PJ Replaces old model BTLH1760W	PXM-QC1	1	Ea.	\$ 4,109.00	\$ 349.27	\$ 4,458.27
14	Monitor Rack Mount	Parasonic	BT-MA1710G Replaces old model BTLH1760W	(none)	1	Ea.	\$ 213.00	\$ 18.11	\$ 231.11
15	Waveform/Vectorscope Raster Display, with analog, AES and embedded audio option	VideoTek	VTM-2400, VTM-AS-OPT 1	WFM-QC1	1	Ea.	\$ 6,002.00	\$ 510.17	\$ 6,512.17
16	Monitor Panel, Audio, quad analog inputs, stereo output, LF speaker, headphone output, 1 RU, receiver supply	Wohler	AMP1A-VTR2 Comerced from AMP1-VTR	AMP-QC1	1	Ea.	\$ 1,565.00	\$ 133.03	\$ 1,698.03
17	Clock, Slave, Digital, .55" Display, 1 RU, timecodes/TOD input, power supply	ESE	ES-1B1UP/UL	CLK-QC1	1	Ea.	\$ 357.00	\$ 30.35	\$ 387.35
18	Control and programming system control computer assembly		OFE	(none)			OFE	OFE	OFE
19	Rack shelf for above	Middle Atlantic	Middle Atlantic	(none)	1	Ea.	\$ 58.00	\$ 4.93	\$ 62.93
20	Full Out Keyboard/Monitor	Middle Atlantic	RM-KB-LCD17	(none)	X	Ea.	\$ 1,604.00	\$ 136.54	\$ 1,740.54
21	10/100 Network Switch, 24 port	Cisco	SF-100-224	(none)	1	Ea.	\$ 132.00	\$ 11.22	\$ 143.22
22	Standards and format conversion system, consisting of: A/D Converter modules, four channel analog composite NTSC and stereo audio to SDI, with built in TBC's. Evertz is dual unit - therefore double quantity. Transformer, audio, balanced to unbalanced for above Included in Evertz unit	Evertz	7887C02-A4-3RU	CNV-01, -02, -03, -04, -05	X	Ea.	\$ 2,134.00	\$ 181.39	\$ 23,153.90
	Digital HD/SD/SDI Frame Syncs/TBC Converter modules, with audio submodule	Evertz	7812JDX-AES8-HD-3RU	FS/TBC	X	Ea.	\$ 4,669.00	\$ 396.87	\$ 10,131.73
	Controller module for distribution amplifiers and conversion modules	Evertz	7700FC-3RU	(none)	X	Ea.	\$ 834.00	\$ 70.89	\$ 1,808.78
	Converter and Distribution Amplifier module Touch Screen Control Front Panel			(none)	X	Ea.	\$ -	\$ -	\$ -
	Control Application Software			(none)	X	Ea.	\$ -	\$ -	\$ -
	Converter and distribution amplifier module tray, 3 RU, with power supply, network control, external frame reference, front panel, fixed back plane with BNC and DB connectors.	Evertz	7800FR	(none)	X	Ea.	\$ 1,101.00	\$ 93.59	\$ 2,389.17
	Second power supply module for above	Evertz	7800PS	(none)	X	Ea.	\$ 400.00	\$ 34.00	\$ 868.00
	A/D Converter modules, one channel analog composite NTSC and Stereo audio to SDI, with built in TBC	Ensemble	BE25	CNV-06, -07, -08, -09	4	Ea.	\$ 1,596.00	\$ 136.66	\$ 6,928.64
	Converter modules rack mount, 1 RU, for up to six modules	Ensemble	BERKMT	(none)	1	Ea.	\$ 59.00	\$ 5.87	\$ 74.87
	Converter modules rack mount, Blank cover panels	Ensemble	BE3P	(none)	2	Ea.	\$ 39.00	\$ 3.32	\$ 84.63
	Converter modules multiple Power Supply	Ensemble	BEPS6	(none)	1	Ea.	\$ 129.00	\$ 10.97	\$ 139.97
23	Master Control subsystem, consisting of: Monitor, Color, 17" LCD HD/SD/NTSC, Dual SDI, Composite and component inputs. Dual A/D Converters, Analog to AES HD/SDI Downconverter and Distribution Amplifier Module HD multi-standard AES embedder module, with Audio Level Control software option	Parasonic	BTLH170P Replaces old model BTLH1710W	PXM-M01, -M02	2	Ea.	\$ 2,300.00	\$ 195.50	\$ 4,991.00
		Evertz	7720ADC-A4-3RU	AD M01, M02	2	Ea.	\$ 767.00	\$ 65.20	\$ 1,654.39
		Evertz	510DCDA-HD	VDAM01, XDMAM02	2	Ea.	\$ 1,267.00	\$ 107.70	\$ 2,748.98
		Evertz	520AE4-HD	EMB-M01, M02	2	Ea.	\$ 1,968.00	\$ 166.78	\$ 4,053.56

8178

Department of Technology SFGovTV
 Digital Video Upgrade Phase 1
 Project Code 957CTW-12

Item	Description	Mfr/Model	Model	Dwg Code	A	Qty	Unit	Unit Bid Price	Sales Tax	Extended Price
	New Rack Room A15	Everiz	500AC02-HD/SD	SWB-M01, M02	X	2	Ea.	\$ 1,267.00	\$ 107.70	\$ 2,749.38
	Emergency bypass Automatic Video switch module, two input, one output, with relay output	Everiz	7700FC+3RU	(none)	X	2	Ea.	\$ 834.00	\$ 70.89	\$ 1,809.78
	Controller module for distribution amplifiers and conversion modules	Everiz		(none)	X	2	Ea.		INCL	INCL
	GPU interface module for distribution amplifiers and conversion modules	Everiz		(none)	X	1	Ea.		INCL	INCL
	Included with Everiz frame & control system	Everiz		(none)	X	2	Ea.		INCL	INCL
	Control Application Software	Everiz		(none)	X	2	Ea.		INCL	INCL
	Included with Control b/w 7700FC	Everiz		(none)	X	2	Ea.		INCL	INCL
	Converter and distribution amplifier module tray, 3 RU, with power supply, network control, external frame reference, front panel, fixed back plane with BNC and DB connectors.	Everiz	7800FR	(none)	X	2	Ea.	\$ 1,101.00	\$ 93.59	\$ 2,389.17
	Second power supply module for above	Everiz	7800PS	(none)	X	2	Ea.	\$ 400.00	\$ 34.00	\$ 868.00
	Distribution amplifier module, analog audio, dual 1 in 4 out, balanced I/O, +4dBm nominal level.	Everiz	7700ADAY+3RU	AUAM01, M02	X	2	Ea.	\$ 227.00	\$ 19.30	\$ 492.58
	Distribution amplifier module tray, analog audio, 2 RU, with power supply, front panel, fixed back plane with terminal connectors.	Everiz	7800FR	(none)	X	1	Ea.	\$ 1,101.00	\$ 93.59	\$ 1,194.59
24	Second power supply module for above	Everiz	7800PS	(none)	X	1	Ea.	\$ 400.00	\$ 34.00	\$ 434.00
	HD/SD Loop Inserter and Media Inserter System, 12 bit linear keying and processing, with 16 channel audio support option, rack mount, self contained. With TXT Option	Everiz	HD9726LGA, +HTXT	LGI-M01, -M02	X	2	Ea.	\$ 9,471.00	\$ 805.04	\$ 20,552.07
25	Monitor, Color, 17" LCD HD/SD/NTSC, Dual SDI, Composite and component inputs.	Panasonic	BT-LH70P	PXM-MC1, MC2		2	Ea.	\$ 2,300.00	\$ 195.50	\$ 4,991.00
26	Monitor Rack Mount	Panasonic	BT-WA1710G	(none)		2	Ea.	\$ 213.00	\$ 18.11	\$ 452.21
27	Digital HD/SD 3G patch panel, 32 circuit, full normal, 1.5 RU, dual over/under ID strips	ADC	PPE15232-MVJT-BK		X	1	Ea.	\$ 923.00	\$ 78.46	\$ 1,001.46
28	3G patch cords, mini Wico, 36"	ADC	B3V-STM	(none)	X	6	Ea.	\$ 13.00	\$ 1.11	\$ 66.60
29	Analog and Digital HD/SD 3G patch panel, 24 circuit, full normal, 1.5 RU, dual over/under ID strips	ADC	PPE15232-MVJT-BK		X	1	Ea.	\$ 923.00	\$ 78.46	\$ 1,001.46
30	Video analog/3G digital patch cords, Wico, 36"	ADC	B3V-STM	(none)	X	6	Ea.	\$ 13.00	\$ 1.11	\$ 66.60
31	Analog Audio bantam patch panel, 48 circuit, 1.5 RU, dual over/under ID strips, half normal, with E3 rear connectors.	ADC	PPP1248-E3-HNS		X	1	Ea.	\$ 920.00	\$ 78.20	\$ 998.20
32	Audio bantam patch cords, 36"	ADC	G3B	(none)	X	8	Ea.	\$ 13.00	\$ 1.11	\$ 112.84
33	Broadcast automation system, four channel. System shall include:	Crispin		(none)						
33.1	System Software as follows: Program Control Application - Professional Edition, up to 4 channels. One EventServer connection or one primary/backup pair of EventServer connections. Program Playback Channel, includes Mapper Rules for a single playlist / dublist / name list. Program Playback "Utility" Channel, with Mapper Rules for a single playlist / dublist / name list. Offline Editor Application Device Server 16 Port Real-time Control Software	Crispin	RapidPlay X2000	(none)		1	Ea.	\$ 5,175.00	\$ 499.88	\$ 5,874.88
		Crispin	RPX2K-PgmCH	(none)		2	Ea.	\$ 1,725.00	\$ 146.63	\$ 3,743.25
		Crispin	RPX2K-PgmCH	(none)		2	Ea.	\$ 1,294.00	\$ 109.99	\$ 2,807.98
		Crispin	RPX2K-Edtl	(none)		1	Ea.	\$ 663.00	\$ 73.36	\$ 936.36
		Crispin	SW4800 REAL-TIME DEV/4804 Srv-16-S	(none)		1	Ea.	\$ 18,975.00	\$ 1,612.88	\$ 20,587.88
		Crispin	SW5000 ADTL SYS 1 CMPT/5010	(none)		1	Ea.	\$ 2,588.00	\$ 219.99	\$ 2,807.99
		Crispin	SW4100 MEDIA ACQ/4102 Dubber2000	(none)		1	Ea.	\$ 3,450.00	\$ 283.25	\$ 3,743.25
		Crispin	SW4100 MEDIA ACQ/4105 RecordSched	(none)		1	Ea.	\$ 3,450.00	\$ 283.25	\$ 3,743.25
		Crispin	SW4200 MED/MGMT/4221 AssetBase-S	(none)		1	Ea.	\$ 7,763.00	\$ 659.86	\$ 8,422.86
		Crispin	SW5000 ADTL SYS CMPT/5012	(none)		1	Ea.	\$ 1,725.00	\$ 146.63	\$ 1,871.63

0179

Item #	Description	Model	Dwg Code	Unit	Unit Bid Price	Sales Tax	Extended Price
	New Rack Room A15						
	Supervisory View - complete 90 minute timeline view of each channel's playlist with potential errors and event specific warranty	SW:4300 ON-AIR:4307 Supervisory View	(none)	1 Ea.	\$ 2,588.00	\$ 219.98	\$ 2,807.98
	Add Lorez Proxy Creation of Video Server Assets	SW:4200 MED/MGMT:4228	(none)	1 Ea.	\$ 8,825.00	\$ 738.13	\$ 9,563.13
	Mapper Traffic Translation Application for Excel, includes one channel Traffic conversion per playlist.	SW:4900 TRAFFIC SYS INT:4903 Mapper2000	(none)	1 Ea.	\$ 2,588.00	\$ 219.98	\$ 2,807.98
	As Run Log Generation and Translation Application, includes auto-recon	SW:4800 TRAFFIC SYS INT:4801 AsRun	(none)	1 Ea.	\$ 1,725.00	\$ 148.63	\$ 1,873.63
	As Run Log Generation for Additional Channels, includes auto-recon	SW:4800 TRAFFIC SYS INT:4802 AsRun	(none)	1 Ea.	\$ 1,035.00	\$ 87.99	\$ 1,122.99
	Primary Device Server Software Package	Event Server, Device Server, RapidPlayX, TurboBrowser, Supervisory	(none)	1 Ea.	INCL	INCL	INCL
33.2	System Hardware as follows:						
	Device Server, 2RU Rack Mounted PC, with Windows XP Pro, Server class workstations featuring Dual Core processor, Dual Power Supply, and a 3 year hardware warranty.	BUILD ASSLS:PTS01-DeviceSer.	AS-DS1, DS2	2 Ea.	\$ 3,881.00	\$ 328.89	\$ 4,211.77
	Dual RAID1 System Drives with Front Access Hot-swap	BUILD ASSLS:3011 RAID - SYS 250gb	(none)	1 Ea.	\$ 863.00	\$ 73.36	\$ 936.36
	Dual Video Card	OMP:3400 CTLGRD/VIDEO:3445	(none)	1 Ea.	\$ 173.00	\$ 14.71	\$ 187.71
	16 Port RS-422 Interface	OMP:3400 CTLGRD:3405 Rocketport 16	AS-IF1	2 Ea.	\$ 863.00	\$ 73.36	\$ 1,636.71
	Sixteen Port RS-422 Breakout interface, DB to RJ-45 connectors, rack mount.	OMP:3400 CTLGRD:3408 Rocketport-16-422	AS-IF1	1 Ea.	\$ 863.00	\$ 73.36	\$ 936.36
	LANRS-422 Changeover Switch, two in, one out, three section.	PERPHS:4020 Switch/Comit:4027	AS-SW1	1 Ea.	\$ 1,035.00	\$ 87.99	\$ 1,122.98
	GP/GPO Interface, 12 port, rack mounted.	BUILD ASSLS:4001 GP12IN12OUT	AS-GPIO	1 Ea.	\$ 2,156.00	\$ 183.26	\$ 2,339.26
	Dub/Asset Management Station, 2RU Rack Mounted PC, with Windows XP Pro, Dual SVGA Card, 8 port RS-422, Serial and GigE Interfaces., Server class workstations with Dual Core processor, Dual Power supply and a 3 year hardware warranty.	BUILD ASSLS:PTS02A-Dub/AS	(none)	1 Ea.	\$ 3,450.00	\$ 293.25	\$ 3,743.25
	Eight Port RS-422 Breakout interface, DB to DB9 connectors, rack mount.	OMP:3400 CTLGRD:3404 Rocketport-8	AS-IF2	1 Ea.	\$ 863.00	\$ 73.36	\$ 936.36
	Jog/Shuttle Remote Control Panel for Dub Station	PERPHS:4005 Dubber-Cpanel	AS-CTL	1 Ea.	\$ 1,284.00	\$ 109.99	\$ 1,403.99
	Mounted PC, with Windows XP Pro, 1TB Hard Drive, Server 2008, 16GB, Dual Xenon X5560 2.8GHz quad core processor, Dual RAID 1 HDD, Server 2008 x64, Server class workstation with Quad Core processor, Dual Power Supply, and a 3 year hardware warranty	BUILD ASSLS:PTS14	AS-AB	1 Ea.	\$ 9,486.00	\$ 806.48	\$ 10,292.48
34	Eight Port KVM Switcher/Interface, with CAT5 extender for Keyboard, Monitor and Mouse	AMX5030-001 + AMX5121-001	AS-KVM	1 Ea.	\$ 5,060.00	\$ 430.10	\$ 5,490.10
35	Traffic PC, Desk Top PC with Windows XP Pro, Dual SVGA Card, Serial and dual GigE Interfaces.	By Owner	(none)	1 Ea.	OFE	OFE	OFE
36	Monitor, 24" LCD, Automation Control	LA2405Wg	AS-PXM	1 Ea.	\$ 314.00	\$ 26.69	\$ 340.69
37	Keyboard	K120	AS-KB	1 Ea.	\$ 16.00	\$ 1.36	\$ 17.36
38	Mouse, three button scroll	M125	AS-MS	1 Ea.	\$ 20.00	\$ 1.70	\$ 21.70
39	Wire, Cable, Connectors	P&M	(none)	1 Ea.	\$ 26,830.00	\$ 2,289.05	\$ 29,219.05
40	Miscellaneous hardware, mounting accessories, adapters, as required.	P&M	(none)	1 Ea.	\$ 4,255.00	\$ 361.51	\$ 4,616.51

0180

Department of Technology SFGovTV
 Digital Video Upgrade Phase 1
 Project Code 957/CFW-12

Item	Description	Mfr/Model	Model	Dwg Code	Qty	Unit	Unit Bid Price	Sales Tax	Extended Price
	New Rack Room A16								
E-2	Engineering				1	Lot	\$ 23,190.00	NT	\$ 23,190.00
I-2	Installation				1	Lot	\$ 107,225.00	NT	\$ 107,225.00
D-2	Documentation				1	Lot	\$ 1,435.00	NT	\$ 1,435.00
O-2	Other Non-Equipment Costs (List Item):								
	Project Management, Administration & Procurement	Diversified	PIMA		1	Lot	\$ 25,995.00	NT	\$ 25,995.00
	2-Year Maintenance Agreement	Diversified	MAINT		1	Lot	\$ 14,400.00	NT	\$ 14,400.00
	Project Expenses	Diversified	EXP		1	Lot	\$ 2,700.00	NT	\$ 2,700.00
	Freight and Shipping Charges	Diversified	FRT		1	Lot	\$ 6,763.00	NT	\$ 6,763.00
	First Day Tech Support	Omnicon	FDTs (First Day Tech Support)		1	Lot	\$ 1,875.00	NT	\$ 1,875.00
	Local Tech Support	Omnicon	LTS (Local Tech Support)		1	Lot	\$ 1,125.00	NT	\$ 1,125.00
	First System Commissioning	Crispin	SVC:1200 ONSITE:1209 SysCom		1	Ea.	\$ 2,800.00	NT	\$ 2,800.00
	System Commissioning - per day charge	Crispin	SVC:1200 ONSITE:1204 SysCom		2	Ea.	\$ 2,100.00	NT	\$ 4,200.00
	Training & Commissioning	Evertz	Training & Commissioning		1	Ea.	\$ 2,100.00	NT	\$ 2,100.00
	Subtotal: New Rack Room A16							\$	\$ 716,821.40
	Total Bid							\$	\$ 1,171,868.96
	Option 1								
	Add Image Video Under Monitor Display & Tally Interface. Dynamically updates names and tallies on Multivideo monitor displays. Interfaces to all Routers and Switcher and performs intelligent source tracking through multiple routers and switchers.								
Option1a	TSI-3000 Under Monitor Display & Tally Interface.	Image Video	181-0139-01		1	Ea.	\$ 5,905.00	\$ 502.18	\$ 6,410.18
Option1b	TSI-3000 redundant PSU	Image Video	132-0182-01		1	Ea.	\$ 850.00	\$ 72.25	\$ 922.25
Option1c	Software option to drive Evertz VIP	Image Video	200-0009-00		1	Ea.	\$ 1,035.00	\$ 87.98	\$ 1,122.98
Option1d	TXI-4816 Parallel interface unit with 16 jumper configurable inputs, and 16 contact closure outputs	Image Video	194-0054-04		1	Ea.	\$ 837.00	\$ 71.15	\$ 908.15
	Total: Option 1						\$	\$ 733.55	\$ 9,363.55
	Option 2								
	Add 3G capability to Distribution & Conversion Equipment	Evertz					\$	\$ 1,700.00	\$ 20,000.00
	Note : Router is already 3G capable								
	Total: Option 2						\$	\$ 1,700.00	\$ 20,000.00

0181

Appendix C
Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Donald F. LaPenna Associates, Inc. P.O. Box 1868 Cranford, NJ 07016	CONTACT NAME: PHONE (A/C, No, Ext): (732)574-8000	FAX (A/C, No): (732)574-8001
	EMAIL ADDRESS:	
INSURED DSI Video Systems LLC 363 Market Street Kenilworth, NJ 07033	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Insurance Group	NAIC #
	INSURER B: Hartford Casualty Insurance Co	29424
	INSURER C: Twin City Fire Insurance Co.	29459
	INSURER D: LLOYD'S OF LONDON(DVUA)	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: M 11-12 DSI rev 1/4** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		X	13UUNZU6433	08/10/2011	08/10/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	13UUNZU6433	08/10/2011	08/10/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			13RHUZU6210	08/10/2011	08/10/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	13WBPL3428	08/10/2011	08/10/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			451042	01/04/2012	12/22/2013	\$5,000,000 per Claim \$5,000,000 Aggregate \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City and County of San Francisco its officers, agents, and employees are included as additional insureds as respects to general and auto liability on a primary and non-contributory basis by written contract per policy terms and conditions.

A- Third Party Crime OOTPO261345010 01/14/12 01/14/13 Limit \$1,000,000 dedt 10,000
 A- Installation Floater 13MJSV5906 08/10/2011 08/10/2012 Limit \$1,000,000 dedt \$5,000

CERTIFICATE HOLDER City and County of San Francisco Department of Technology One South Van Ness Avenue 2nd Floor	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Donald F. LaPenna Jr./EED

0183

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

City and County of San Francisco its officers, agents, and employees
Dept of Technology
1 South Van Ness Ave
2nd Floor
San Francisco, CA 94130

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



EXHIBIT D

STANDARDS & PRACTICES



San Francisco Department of Technology
RFP #01-2012, SFGovTV Digital Upgrade Project-Phase I
October 20, 2011

EXHIBIT D - STANDARDS & PRACTICES

1.0	General Standards	73
1.1	Codes	73
1.2	Standards Agencies	73
1.3	Equipment Change Order (ECO)	73
1.3.1.	Equipment Change Order Process	74
1.3.2.	Equipment Change Order Format	74
1.3.3.	ECO Confirmation	74
1.3.4.	ECO Example	75
1.4	Scope-of-Work Change Order (SCO)	75
1.4.1.	SCO Example	76
2.0	Project Management	76
2.1	Managing Expectations	76
2.2	Project Charter	76
2.3	Team Charter	76
2.4	Managing Schedules	76
2.5	Managing Budgets	77
2.6	Communication Procedures	77
2.7	Risk Management	77
2.8	Project Meetings and Meeting Notes	77
2.9	Project Reports	78
2.9.1.	Weekly Project Progress Report	78
2.9.2.	Monthly Project Progress Report	78
2.9.3.	Schedule of Values	78
2.9.4.	Project Preliminary Close-Out Report	78
2.9.5.	Final Report	78
2.9.6.	Design Logs	79
2.9.7.	Submittal Logs	79
2.9.8.	Project Variance Report	79
2.9.9.	Equipment Procurement Report and Asset Management	79
2.9.10.	Project Closeout Document	80
3.0	Responsibilities	80
3.1	Boundaries of Involvement	80
3.2	Owner Provided	82
4.0	Equipment & Materials Specifications	82
4.1	Quality	82
4.2	Manufacture	82
4.3	Safety	82
4.4	Existing Equipment	83
5.0	Design Standards	83
5.1	Drafting Standards	83
5.2	Drawing Style	84
5.3	Document Control	85
5.4	Drawing Titles	85
5.5	Filenames	86
5.6	Version Control	86
5.7	Abbreviations	86

EXHIBIT D - STANDARDS & PRACTICES

5.8	Device Mnemonics.....	86
6.0	Installation.....	88
6.1	General.....	88
6.1.1.	Installation Schedule.....	88
6.1.2.	Cleanup.....	88
6.2	Technical.....	88
6.2.1.	Systems Interconnection.....	88
6.2.2.	Demarcation Interface Blocks.....	88
6.2.3.	Grounding System.....	89
6.2.4.	Electrical Circuits.....	89
6.3	Rack and Console Installation.....	89
6.3.1.	Racks.....	89
6.3.2.	Consoles.....	89
6.3.3.	Power.....	90
6.3.4.	Grounding.....	90
6.3.5.	Rack Doors and Panels.....	90
6.3.6.	Rack Finishes.....	90
6.3.7.	Rack Identification.....	90
6.4	Equipment Installation.....	90
6.4.1.	Mounting in Racks.....	91
6.4.2.	Mechanical Support.....	91
6.4.3.	All Other Devices.....	91
6.5	Cable Installation.....	91
6.5.1.	Cable Integrity.....	91
6.5.2.	Cable Installation in Conduit.....	91
6.5.3.	Cable Support.....	91
6.5.4.	Cable Trays.....	92
6.5.5.	Coaxial Cables.....	92
6.5.6.	All Other Cables.....	92
6.5.7.	Cable Dressing.....	92
6.5.8.	Cable Grouping and Routing.....	92
6.5.9.	Service Loops.....	92
6.5.10.	Box Loops.....	92
6.5.11.	Cable Labels.....	93
6.5.12.	Cable Label Location.....	93
6.5.13.	Cable Types.....	93
6.5.14.	Cable Colors.....	93
6.5.15.	Cable Termination.....	94
6.5.16.	Cable Connectors.....	94
6.5.17.	Connector Conventions.....	94
6.6	Inventory Management & Asset Control.....	95
6.6.1.	Equipment receipt.....	95
6.6.2.	Inventory control methodology.....	96
7.0	Testing & Commissioning.....	96
7.1	System Testing.....	96
7.2	Off-Site Cable Testing.....	96
7.3	On Site Cable Testing Plan.....	96
7.4	System Configuration and Testing.....	97

EXHIBIT D - STANDARDS & PRACTICES

7.4.1.	Preliminary Checks and Testing	97
7.4.2.	Initial Procedures	97
7.4.3.	Documentation of Testing	98
7.5	Software-based Control and Switching Systems Review Meeting	98
7.6	Commissioning Report	99
8.0	Acceptance	99
8.1	Project Completion Document	99
8.2	Substantial Completion	99
8.3	Punch-List	100
9.0	Final Documentation	100
9.1	As-Built Drawings	100
9.2	Wire Running List	100
9.3	Manuals	100
9.3.1.	System Manual	100
9.3.2.	Equipment Manuals	100
9.4	Warranty Registrations	100
9.5	Asset Tagging & Inventory Control	101
10.0	System Training	101
10.1	SFGovTV Personnel Training	101
10.2	Manufacturer's Training	101
11.0	Final Completion	101
11.1	Final Completion document	101
11.2	Lessons Learned	101
12.0	Warranty	101
12.1	System Warranty	101
12.2	Product Warranty	103
Table 1	– Preferred Cable Types	105
Table 2	– Preferred Cable Colors	106
Table 3	– Preferred Connector Types	107
Appendix One:	Equipment Change Order (ECO)	111
Appendix Two:	Scope-of-Work Change Order (SCO)	111



EXHIBIT D - STANDARDS & PRACTICES

EXHIBIT D - STANDARDS & PRACTICES

1.0 General Standards

Diversified Systems (DS) will adhere to the following general standards during the design/build process, as specified below.

1.1 Codes

DS will perform installation and provide installation materials in accordance with all generally-recognized international, federal, state, county and municipal codes. Client must advise DS of any unusual code requirements.

1.2 Standards Agencies

DS recognized the following agencies and adheres to their applicable standards and specifications:

- AES – Audio Engineering Society
- AMPAS - Academy of Motion Picture Arts and Sciences
- ANSI - American National Standards Institute
- ATSC – Advanced Television Standards Committee
- EBU – European Broadcasting Union
- EIA - Electrical Industries Association (U. S.)
- EIAJ - Electrical Industries Association of Japan
- FCC - Federal Communications Commission
- IEC - International Electro technical Committee
- IEEE - Institute of Electrical and Electronic Engineers
- NAB - National Association of Broadcasters
- NCTA - National Cable Television Association
- NEC - The National Electrical Code
- NTSC - National Television Standards Committee
- OSHA - Occupational Safety and Health Administration
- SMPTE - The Society of Motion Picture and Television Engineers
- UL - Underwriters' Laboratories

1.3 Equipment Change Order (ECO)

1.3.1. Equipment Change Order Process

If DS requests an equipment substitution, it will research and identify any and all impact the requested substitution will have on work of other contractors. Any impact that occurs as a result of the substitution that was not identified and approved by SFGovTV will be corrected at DS expense.

Each ECO from DS will be numbered in consecutive order. Nomenclature, legend, symbols, and abbreviations on submitted material will be the same as used in contract documents. Each submittal will include a complete index with the following information:

- Project title and number

EXHIBIT D - STANDARDS & PRACTICES

- Submittal number
- Date of submission and indication of dates of previous submissions
- Referenced addendum or change order number as applicable
- Names of supplier and/or manufacturer
- Referenced RFP Division, Section, Title, paragraph, and page number or drawing reference as applicable
- Description of item

1.3.2. Equipment Change Order Format

When DS wishes to substitute a product specified by SFGovTV, DS will submit a separate request for each substitution, including:

- Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents.
- Product identification, including manufacturer's name and address.
- Manufacturer's literature, identifying;
 - Products' description
 - Reference standard
 - Performance and test data
- Samples, as applicable.
- Name and address of similar projects on which product has been used, and dates of each installation.
- Itemized comparison of proposed substitution with product specified; list significant variations.
- Data relating to changes in construction schedule.
- Any effect of substitution on work of other contractors.
- List of changes required in other work or products.
- Accurate cost data comparing proposed substitution with product specified.
- Designation of required license fees or royalties.

1.3.3. ECO Confirmation

Equipment and materials covered by an ECO will not be ordered or installed without prior written approval of SFGovTV.

1.3.4. ECO Example

See Appendix 1, Equipment Change Order.

EXHIBIT D - STANDARDS & PRACTICES**1.4 Scope-of-Work Change Order (SCO)**

Scope-of-Work Change Order requests from DS will be made in writing as early as possible prior to the need for such work. Each change order request will follow the format for equipment, above, and be justified. SCOs will include:

- Estimated man hours for the job, broken down in cost per hour
- Actual Equipment costs
- Estimated materials costs

DS will not commence work out-of-scope without a signed SCO. Each SCO must be signed by the SFGovTV on-site engineering representative and the DS Project Manager prior to the System Integrator commencing work. All invoices tied to change orders will include copies of the original change order [including estimates], as well as actual costs billed on the ticket and for materials.

1.4.1. SCO Example

Please see Appendix 2, Scope-of-Work Change Order.

EXHIBIT D - STANDARDS & PRACTICES**2.0 Project Management**

Diversified Systems (DS) utilizes the latest project management techniques and software to define and manage project milestones, manage expectations and provide reports to the Project Team. Key objectives of these processes follow:

2.1 Managing Expectations

It is critical to define and document Owner expectations for the Project and the Project Team. Critical milestones are defined and responsibilities are established for the Owner and Project Team members.

2.2 Project Charter

The Project Charter is an agreement among the key Project Team members whose purpose is:

1. To ensure that all stakeholders share a common understanding of the Project's context, including background, scope, schedule, budget and status
2. To establish a common framework for the Owner's internal review and approval of Owner changes to the building shell and core
3. To establish parameters for budget control and responsibility
4. To establish schedule milestones

2.3 Team Charter

The Team Charter is an agreement among the key members of the Project Team that will outline the administrative procedures by which each member will meet their own responsibilities and expect equal conduct by the remaining members of the team.

2.4 Managing Schedules

The Project schedule is one of the most important organizational tools for the project manager. It serves the same vital function for other team members participating in the project. To establish an effective working schedule, an outline of the tasks of the Project will be documented and reviewed until the proper succession of tasks is attained.

2.5 Managing Budgets

At each billing cycle we will provide the Owner representative responsible for overall financial management of the Project with a Schedule of Values indicating base budgets for each project phase, change in scope and financial adjustments, previous billings, current billing and balance to completion. This schedule will also reflect an estimate of percentages of completion for the work involved in each project phase.

Regular reviews between the Project Team and the Owner to measure percentages of completion of tasks among each discipline.

EXHIBIT D - STANDARDS & PRACTICES**2.6 Communication Procedures**

Effective communication is one of the key components in successful project management. We require communication between Project Team members to be in the form of E-mail messages, phone conversations and Project meetings minutes. We require an open dialog between all Project disciplines to deal with design issues and Project coordination in an expeditious and effective manner. Follow-up documents detailing decisions or conclusions reached in an informal meeting or conversation will be forwarded to the Owner in a timely manner.

2.7 Risk Management

At Diversified Systems, the Project Manager is responsible for risk management. This includes the following:

- Planning how risk will be managed in the particular project, including risk management tasks, responsibilities, activities and budget.
- Maintaining a healthy skepticism of vendor and trade commitments.
- Maintaining an active database of project risks, with each risk having the following attributes: opening date, title, short description, probability, importance and the assigned person responsible for its resolution and a date by which the risk must be resolved.
- Creating a risk reporting channel. Each team member has open access to report risks that he/she foresees in the project.
- Preparing mitigation plans for risks that are chosen to be mitigated. The purpose of the mitigation plan is to describe how this particular risk will be handled – what, when, by who and how will it be done to avoid it or minimize consequences if it becomes a liability.

2.8 Project Meetings and Meeting Notes

Each Project meeting, whether formal, informal or in some cases as a telephone conversation, are documented using our standard Meeting Notes template. Information will be brief and succinct and will indicate the date of the meeting, parties present, any action items that are a result of the conversations during the meeting and expected closeout date for the action item.

The action item is then tracked and reviewed to ensure closeout of the item by the due date.

We require at a minimum, the following Project meetings:

- Project kick-off meeting with Owner
- Pre-construction meeting with all the key participants
- Monthly Project progress meetings to review Project status, outstanding submittals, changes and safety issues between our Project Manager, the Owner and the General Contractor
- Bi-weekly Project meetings with the Architect/Engineer/GC to review outstanding RFI's, submittals and design changes

2.9 Project Reports

The Project Manager will provide the Owner with the following reports:

EXHIBIT D - STANDARDS & PRACTICES

2.9.1. Weekly Project Progress Report

- Weekly progress reports will be recorded indicating completed work on a week-to-week basis. This information will serve as an executive level report for the Owner.

2.9.2. Monthly Project Progress Report

- A monthly report on the status of the Project which includes:
 1. all the critical document exception reports;
 2. updated Gantt chart;
 3. a narrative on the interpretation of the analysis results and recommendations on corrective action necessary to prevent or eliminate the identified impacts;
 4. a review of the status of contract modifications; and
 5. an executive summary.

2.9.3. Schedule of Values

- The Schedule of Values matrix has been defined previously under Managing Budgets.

2.9.4. Project Preliminary Close-Out Report

- A close-out report, which replaces the Monthly Project Progress Report will be completed four to six weeks before the Project is scheduled to be complete. The report content is similar to that of the monthly report, but it focuses on what is left to complete as opposed to what has been completed.

2.9.5. Final Report

- A final report documenting the progress of the Project, which provides complete critical changes in the contract specifications, and administrative procedures to eliminate specific problems, encountered during the Project element construction.

2.9.6. Design Logs

- Design logs are primarily for internal use, but in some cases can be shared with other parts of the design team. The design log is a place where the design team can put items that come up while daydreaming, brain storming, or where a design responsibility is identified but not yet closed out. It is a simple Excel spread sheet that will look much like the Meeting Notes documents. As an item on the design log is closed, the due date column is

EXHIBIT D - STANDARDS & PRACTICES

shaded green, extremely hot items are colored yellow through the entire row, open items are simply left alone throughout the entire row.

2.9.7. Submittal Logs

- A submittal is anything we need to provide to the Owner, Architect/Engineer or GC that shows them what we are going to build. Submittals for our work will typically include equipment cut sheets, programming documents, design documents, schematic drawings and rack layouts.

2.9.8. Project Variance Report

- While working a project there may be instances where we are asked to perform work that was not seen as part of our scope of work. In some instances, milestones that belong to other parties on the Project are not met and will impact our work. A Project Variance Report will alert the Owner of potential issues that could impact Project schedules or budgets.

2.9.9. Equipment Procurement Report and Asset Management

- We will maintain a shipping and procurement log during the equipment procurement process indicating equipment status, ship dates and expected delivery dates.
- A database will be maintained with details regarding equipment make, model and description, serial number and final mounting location. Bar codes will be placed on equipment prior to installation and will be tracked to this database. At the completion of the Project this database will be supplied to the Owner as part of the as-built documentation.

2.9.10. Project Closeout Document

Near the completion of the installation and commissioning phase of the Project, but prior to Owner training, we request a meeting with the Owner to determine outstanding issues, resolve all changes and cost-related items.

EXHIBIT D - STANDARDS & PRACTICES

3.0 Responsibilities

3.1 Boundaries of Involvement

The work that DS will undertake with and for SFGovTV does not include the furnishing of the following items, however it does include the connection and integration of equipment associated with these elements:

- Non-broadcast desks or other furniture in common areas.
- Electrical and/or other utility services to/from equipment racks and/or equipment enclosures
- Cable trays, wire-ways, conduits and raceways
- Special architectural, structural, environmental or electrical panels, supports, mounts, enclosures, access systems or attachments
- Custom coring, cutting, demolition or repair of building elements or devices, or the temporary or permanent modifications of technical spaces
- Provision of temporary electrical, mechanical or other utility services
- Cleaning, finishing or preparation of technical spaces to receive equipment
- Technical equipment other than those items detailed as being required as part of the RFP
- Repairing of SFGovTV provided hardware and equipment

3.2 Owner Provided

DS assumes that, where applicable, SFGovTV will provide:

- All base building construction, including installed conduits ready and dressed for cable pulls, wire ways, junction boxes, outlet boxes, lighting fixtures, grids, dimmers, power receptacles (including to equipment racks and consoles), outlets, breaker panels, raised flooring, wall construction, fire prevention, painting, patching, carpet or other flooring, glazing, acoustical treatment and operating and technical furnishings
- Adequate space for DS to store, stage and manage the project on-site, including (4) desks, (4) chairs, (2) telephones, analog lines, locking filing cabinet, fax and communications access. ~~This space may be relocated within the building during the project at the discretion of SFGovTV.~~
- A clean, completed and fully serviced working environment with a certificate of occupancy (COO) for the areas in which DS will be working.
- Full access to the work site and work areas for all DS personnel at times established by the SFGovTV and DS
- Adequate and accessible cable wire ways, conduits, raceways, cable trays and the like as part of the base building contract
- Payment of invoices submitted in accordance with Agreement terms and milestones

EXHIBIT D - STANDARDS & PRACTICES

- Complete review of designs, drawings and plans as submitted for approval within a reasonable time frame
- Responses to all queries and questions within a reasonable time frame
- Decision making when presented with alternative solutions, options or conflicts within a reasonable time frame
- Regular reviews of progress, full exchange of information and prompt addressing of project problems on a weekly basis, or as agreed to by both parties
- Engineering, technical and operational design guidelines
- Timely responses to requests for information, comments, approvals or changes from project contacts having a clear set of project authorities
- Suitable and acceptable technical electrical supply systems with grounding characteristics in accordance with published M & E Specification Guidelines and a suitable and adequately serviced, secure and protected equipment environment
- A single point of contact, charged with the necessary authority for approving design changes
- All equipment, devices and materials that are to be provided by SFGovTV must be delivered at least fifteen (15) days prior to the work-commencement date for the associated area of the project, unless specifically otherwise agreed by SFGovTV and DS.

EXHIBIT D - STANDARDS & PRACTICES

4.0 Equipment & Materials Specifications

4.1 Quality

Material and equipment specified by either SFGovTV or DS have been selected as acceptable quality and performance and have been coordinated to function as components of the complete broadcast systems.

4.2 Manufacture

All materials, designated by either SFGovTV or DS in the approved design package will be new and the manufacturers' latest model, permanently labeled with the manufacturers' name, model number and serial number. Similar devices will be of the same manufacturer, unless specifically noted otherwise herein.

4.3 Safety

All equipment and devices will be UL, CSA or other testing agency approved wherever possible. DS will identify any non-UL-approved equipment within the design during the design review and approvals process.

4.4 Existing Equipment

Existing equipment is defined as those items that are in use at the current SFGovTV facility, or other facilities owned or operated by SFGovTV, and which will need to be moved to the new building. DS will coordinate and schedule moving of all existing equipment in accordance with the approved migration plan to minimize disruption of operations and downtime. DS will be responsible to remove equipment from the rack, under supervision of designated SFGovTV personnel.

Note: Packing, transportation and unpacking of existing equipment is not included in the DS Scope-of-Work.

EXHIBIT D - STANDARDS & PRACTICES

5.0 Design Standards

5.1 Drafting Standards

DS saves all design drawings in AutoCAD version 2007. If required, DS can provide drawings in other versions, and in PDF or DXF formats.

5.2 Drawing Style

DS's drawing sets are designed to be:

- a) 100% complete and accurate – every part of the system is fully documented, and
- b) readable and easy to understand from high level overviews to detailed pinouts.

To assist in this, DS uses a slightly different format for some devices from the more traditional rectangle.

We call the rectangle with the Mnemonic, Subtitles, Make/Model and Location information the FLAG. This Flag remains the same size for all equipment. The FLAGPOLE carries all the input and output connectors and its length is made as long or as short as required.

The use of the Flagpole for the connectors has many benefits:

- a) Dramatic reduction in the need for "dog-legs" because lines can simply pass through the flagpole to reach their required destination. Lines that terminate at the devices flagpole will have an arrow (for BNC or XLR) or a small rectangle (for multipin connectors) and connector text opposite. Thus, lines that are passing through can easily be visually distinguished. Reducing the need for "dog-legs" creates a drawing where almost all the signal lines show a simple left to right horizontal flow.
- b) Because lines can pass through the flagpoles, it easy to collect related patch points in one vertical group instead of just being next to their associated block and thus scattered over the drawing. This makes it easy to ensure that patch positions have been accurately shown and that there are no duplicate or missing positions.
- c) The Flagpole can be stretched vertically to suit the drawing. For example, a device may be represented by a Flag and Flagpole that has many connections to another device that is in the middle of the page. So it is drawn close to the middle of the page. It then has another two connections to a device that is shown at the bottom part of the page. The Flagpole is

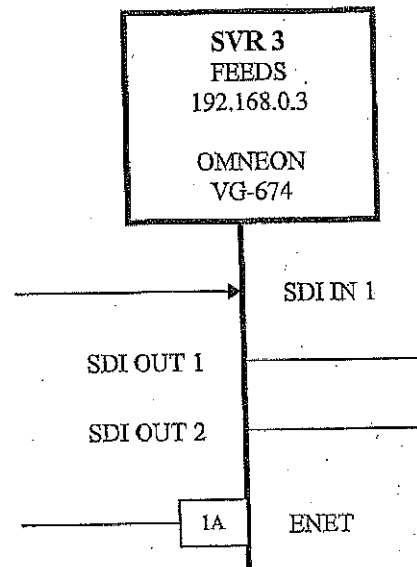


EXHIBIT D - STANDARDS & PRACTICES

- simply drawn long enough such that it reaches the bottom part of the page, allowing these two additional connections to be drawn as straight lines.
- d) As a result of the above three items, each drawing can carry more information, resulting in fewer "fly-ons" and "fly-offs". This in turn enhances system understanding because end-to-end system flow can more easily be captured on a single drawing.

Although the Flag and Flagpole are used for most devices, to enhance visualization of the system, other elements are used. Distribution Amps are shown using triangles as is common. Video monitors are shown using a Flag/Flagpole but the corners of the Flag rectangle are rounded. By making monitors a slightly different shape, the end of signal chains can be quickly identified, enhancing system understanding. Similarly, loudspeakers, keyboards and antennas are visually represented. Drawing 0001 in each drawing set fully documents all our drawing conventions.

This new drawing style has proven it's worth on multiple large projects. (BYU Mobile, CNN, New Century Productions, Qualcomm, Air Force News, to name just a few). It is simple to use and enhances understanding of complex systems. It simplifies the creation of drawings during the design process and reduces errors. It eases fault-finding because fewer drawings need be referenced and drawing updates are simpler because there are only a few simple elements. It has been our experience that after a very short learning period, engineers and installers embrace this style for its many advantages.

5.3 Document Control

Diversified Systems takes Document Control very seriously. Both soft copies (the computer files) and hard copies (the printed documents) are carefully tracked and everyone involved is made aware of the procedures.

When drawings are plotted, they are stamped one of "MASTER", "REFERENCE", "DESIGN APPROVAL", "BUILD" or "TEST". At any one time there is only ever one copy of each drawing stamped MASTER. Very rigid controls are placed on who can update the MASTER drawing files (both soft and hard copies). Similarly there is only ever one copy of each drawing stamped TEST - see the section on Commissioning below.

Each drawing is given a unique four digit number from 0001 - 9999. In projects with more than one facility which have minimal interaction (e.g. a TV facility and separate Radio facility) it may make sense to prefix the number with an alpha. e.g. The TV facility drawings could be T0001 - T9999 and the Radio facility could be R0001 - R9999.

Only unique drawing numbers are used and Sheet numbers are not used - e.g. drawing 1001 sheet 1 and drawing 1001 sheet 2 is not allowed. Instead these drawings should be drawings 1001 and 1002. (This should not be confused with AutoCAD Sheet Sets which we use to help manage and plot multiple drawings). At the start of the design, the Lead Engineer will create a drawing list that shows the number ranges to be used by each Sub-System.

Below is an example list:

- 0001 - 0050 : Conceptual drawings
- 0051 - 0099 : Overall Floorplans
- 1000 - 1999 : Centralized Equipment (e.g. Routers, Timing, Ethernet switches, etc)

EXHIBIT D - STANDARDS & PRACTICES

2000 – 2999 : Server / Tape System
3000 – 3999 : Camera and Video Control
4000 – 4999 : Studio 1
5000 – 5999 : Studio 2

.....

8000 – 8999 : Intercom & Telephone
9000 – 9999 : Custom Fabrication

5.4 Drawing Titles

All drawings will have two titles. Line 1 will be specific to that drawing, and Line 2 will describe the type of drawing. e.g. Rack Elevation, Video Wiring Diagram, Audio Wiring Diagram, Video & Audio Wiring Diagram, etc.

5.5 Filenames

Drawing filenames will be in the format: NNNN-RR ddd title.dwg

NNNN	The drawing number	0001-9999
RR	Revision number	00-99
ddd	A two or three letter indicator of the drawing type:	CON – Conceptual drawing FP - Floor plans & architectural dwgs EL - Rack and Console Elevations VW – Video Wiring Diagrams AW – Audio Wiring Diagrams ICM – Intercom Wiring Diagrams CW – Control Wiring Diagrams JF – Jackfield Elevations IO – I/O Panels LBL - Labels CF – Custom Fabrivation
title	The first line of the drawing title	

Examples :

Drawing	Title Line 1 Title Line 2	Drawing Title
Drawing 1001, Rev 2	Studio A Control Room Floorplan	1001-02 FP Studio A Control Room.dwg
Drawing 1201, Rev 6	Studio A Switcher Video Wiring Diagram	1201-06 VW Studio A Switcher.dwg

EXHIBIT D - STANDARDS & PRACTICES

If a drawing has video, audio and control wiring then the two letter indicator should be decided upon using a) the priority order of Video, Audio, Control and b) what the drawing is mainly about. e.g. a drawing which is about equally video and an audio would be indicated as VW. But, if for example the drawing is for the Audio control room, and just one or two Video monitors are shown then the indicator would be AW.

For consistency of filenames, the version number of revision zero drawings is shown as '00'

5.6 Version Control

Drawings always start at rev 00. While they remain in the Engineering domain (i.e. only DS engineers are looking at the drawings, not installers or the client) the drawing rev can remain the same. If a drawing is sent to anyone outside the engineering team and subsequently changed, that changed drawing is given a new revision number.

The revision number in the filename is changed and this is reflected in that drawings Title Block. The Title Block also contains a revision history of the last five revisions.

5.7 Abbreviations

DS uses a standard set of abbreviations, but these can be modified if desired by our clients. The abbreviations are shown in two drawings, 0005 and 0006 at the front of the drawing set. Drawing 0005 shows the abbreviations listed by function (e.g. Computer, Fiber, RF, etc) and 0006 lists the abbreviations alphabetically.

Abbreviations are used consistently so that compound abbreviations are created from simpler abbreviations. For example, all control panels are "CP". Thus a router control panel is "RTR CP", an intercom panel is "ICM CP", a switcher control panel is "SWR CP", etc.

In some cases, abbreviations follow common engineering usage, even if that is not strictly technically accurate. One example is the VGA connector and signal used for computer monitors. Strictly speaking, "VGA" specifies a computer display standard of 640x480 pixels and other abbreviations (XGA, UXGA, etc) should be used for other standards. Informally, most engineers will use "VGA" for any High-Density 15 pin connector and analog signal used for a computer display, and our abbreviations follow this usage.

5.8 Device Mnemonics

DS defines device mnemonics using two criteria:

- a) Router or Operator name. If a device (such as VTR, CCU, MON) is on the router, its mnemonic will be the same or very similar to its router name.
- b) Location based. Other devices are based on their rack number and location in the rack. So the topmost monitor in Rack 101 would be MON 101A. If there is a another monitor in this rack it would be MON 101B. Devices inside peripheral frames are given a mnemonic based on the Rack, Frame and Slot number. E.g. The first peripheral frame in rack 108 would be FR 108A, and an HD Distribution Amp in slot 5 of this frame would be HDA 108A5.

As described above, in creating the drawing numbers, each sub-system is given a 4 digit number range; e.g. Video Control may be 3000-3999. It therefore makes sense to number racks in this



EXHIBIT D - STANDARDS & PRACTICES

sub-system in the range 300-399. So devices given a location based mnemonic will also be in this number range. Some devices in this area that have a router name can also use this number range (e.g. MON 312), but other router devices will be named per operator usage – e.g. CCU 1.

EXHIBIT D - STANDARDS & PRACTICES

6.0 Installation

6.1 General

6.1.1. Installation Schedule

DS will adhere to the project schedule milestones and terms and conditions as negotiated at the time of contract.

6.1.2. Cleanup

DS will maintain the premises in a clean and orderly condition at all times. This includes cleaning up at regular intervals during construction and removing all packing material and rubbish resulting from the work to disposal bins provided by the SFGovTV. DS will remove all unnecessary tools and equipment, unused material, rubbish and debris from each area where the work has been completed, unless designated for storage. DS will also remove all tools, equipment, unused material, and rubbish and debris from the job site upon completion of the project and SFGovTV's acceptance of all of the work of this section.

6.2 Technical

6.2.1. Systems Interconnection

DS will provide all cabling, connectors, hardware and accessories as required for all equipment and systems, whether new or reused and supplied by SFGovTV. DS will be responsible for the provision of all ancillary materials, interfaces, control cables and the like, to ensure proper operation of all equipment and systems in accordance with the design drawings. DS will review and recommend which cables can be re-used and repurposed for the new facility, and will, upon SFGovTV's request, move them or buy replacements as needed.

6.2.2. Demarcation Interface Blocks

~~Demarcation Interface Blocks will be used where necessary to designate the incoming and outgoing tie lines to the other SFGovTV broadcast spaces.~~

6.2.3. Grounding System

DS assumes SFGovTV will provide a ground path in the terminal gear room. DS is responsible for grounding all metal broadcast equipment racks throughout the facility to that point.

Note: Additional details of the grounding system, including installation responsibility, will be determined during the design phase.

EXHIBIT D - STANDARDS & PRACTICES**6.2.4. Electrical Circuits**

DS is not responsible for the provision or adequacy of a suitable electrical service nor the maintenance of code requirements by the electrical service or the electrical contractor. DS is responsible for connecting broadcast equipment and providing power strips, and coordinating the connector type with the electrical engineers.

6.3 Rack and Console Installation

DS will secure all free-standing racks, cabinets and consoles to the floor unless specifically ordered otherwise by SFGovTV. All structures will be secured to meet seismic codes and requirements. All wall or ceiling mounted racks, brackets or cabinets will be secured with safety chains in addition to any fixed mounting with a safety factor of at least three.

Note: Bases should be scheduled to be installed at the same time as raised floor to avoid construction issues.

6.3.1. Racks

If raised floor is used, normally the rack assemblies are in two sections. The lower section will be permanently mounted to the slab and will rise to an elevation equal to or just above the support grid for the raised floor. The upper section is then bolted to the lower section.

Note: Bases should be scheduled to be installed at the same time as raised floor to avoid construction issues.

DS will ensure that all equipment racks are laid out in accordance with the owner-approved design drawings.

6.3.2. Consoles

An integral part of any broadcast installation is the custom consoles and millwork. DS appreciates the importance of ergonomically designed and aesthetically pleasing consoles for this project, and their permanent nature. DS will address these concerns with the millwork subcontractor.

DS will work with SFGovTV to finalize and layout the designs of the consoles, including front elevations and sight line elevations, so that any unusual or conflicting requirements can be addressed. This will also assist in the finalization of materials and colors for all the consoles that have to be built.

6.3.3. Power

Normally, DS will install at least two (2) isolated-ground full-height outlet strips with outlets on 4" centers, each terminated in a male 20A twist lock connector. The outlet strips will be installed on opposite sides of the racks. The outlet strip will be electrically continuous within the racks, and mounted near the rear-framing member of the racks. It is assumed that some racks will require additional outlet strips as needed, and the placement of these will be coordinated with SFGovTV Engineering. The pigtail connector end of each

EXHIBIT D - STANDARDS & PRACTICES

strip in every rack will have sufficient length so as not to cause any difficulty in installation and/or relocation within the rack.

DS will coordinate power distribution requirements for racks and console with SFGovTV's Electrical Contractor (EC) during the design phase.

Note: If pigtailed are not allowed in the installation, DS will coordinate with the EC to perform hard-wiring of the outlets strips. This is not included in Diversified's Scope-of-Work.

6.3.4. Grounding

Each enclosure will include a single ground connection point to tie to the broadcast ground system. See 4.2.3.

6.3.5. Rack Doors and Panels

DS will provide each rack with matching blank and vent panels as shown on the final drawings.

6.3.6. Rack Finishes

Finishes and colors will be as approved by SFGovTV.

6.3.7. Rack Identification

DS will provide a permanent label on the front and rear of each equipment rack, including the rack designation as assigned and referenced consistently throughout the project drawings. The permanent numbering system must be approved by SFGovTV as part of the drawings review process prior to installation.

Outlet strips will be labeled with the circuit breaker number and associated electrical distribution panel designation servicing same.

6.4 Equipment Installation

The following equipment installation guidelines are provided based on DS's previous experience with projects of this type. DS requests that SFGovTV provide any modifications to these guidelines for consideration.

6.4.1. Mounting in Racks

DS will fasten all rack-mounted equipment with sufficient screws and washers to occupy all rack mounting holes. Where necessary, DS will connect the ground pigtail from the chassis of all equipment to the in-rack ground bars. Conforming washers for all rack screws will be provided. Rack screws and washers will be the color approved by SFGovTV.

EXHIBIT D - STANDARDS & PRACTICES

6.4.2. Mechanical Support

DS will provide rear rack rail support for oversize or heavy equipment, as required, including service loops for the same. Service loops will be of sufficient length to allow the removal of the equipment from the racks.

6.4.3. All Other Devices

The Systems Integrator must secure all other system devices and equipment. Items located in the equipment racks will be mounted to rack panels. Non rack-mounted equipment will be secured to the nearest wall member or at the approval of SFGovTV. Under no conditions will devices be supported by cable connections.

6.5 Cable Installation

DS assumes that the facility cable design will utilize only non-plenum wire. Cables will be fabricated and tested at a DS facility (Kenilworth, NJ or Santa Clara, CA).

Cable should be routed in such a way as to not affect the transmission characteristics of the cable, and will be installed in an orderly way. DS will install cables in a manner that they do not block or inhibit the use of future cable paths.

6.5.1. Cable Integrity

All wire and cable will be continuous and splice-free for the entire length of run between designated connections or terminations. Under no conditions will cable be spliced inside conduit. Under no conditions will intermediate blocks, bulkheads, tie points or interfaces be utilized, without the express direction of SFGovTV.

6.5.2. Cable Installation in Conduit

DS will not subject wire and cable to tensions greater than that recommended by the manufacturer. Under no circumstances will wire and cable be "jerked" through conduit.

6.5.3. Cable Support

DS will support, at the top of the run, all vertical cable runs inside conduit for distances greater than thirty feet or for distances of greater than ten feet outside conduit. Under no conditions will the support tension be sufficient to cause visible deformations in the cable. Under no conditions will a connection point support any cable in the system. All cables will be secured prior to any connections. Under no conditions will adhesive plates be used for securing cable ties, and under no conditions will cable ties be secured to removable equipment.

6.5.4. Cable Trays

DS assumes SFGovTV will provide cable pathways via overhead and under floor cable trays. DS will ensure that all design drawings are properly coordinated so as not to require the use of plenum-rated cables, and to ensure that the proper bend radius requirements of

EXHIBIT D - STANDARDS & PRACTICES

all broadcast cables will meet manufacturer standards and will not, in any way, jeopardize the performance of the cable and the equipment.

6.5.5. Coaxial Cables

All coaxial cable designated for serial digital video will be fabricated by machine automated procedures and tested to ensure that all cable conform to a pre-approved return loss standard. All field-terminated cables will be tested to ensure they conform to a pre-approved return loss standard.

6.5.6. All Other Cables

Approved nylon cable ties will secure all other cables or similar approved devices. Non-coaxial cables will be secured to receptacle plates prior to any connection, i.e., no stress will be put upon any receptacle connections.

6.5.7. Cable Dressing

DS will dress, lace or harness all wire and cable to prevent mechanical stress on electrical connections. Tension of the tie wraps or lacing used in cable dressing will not be sufficient to cause visible deformation in the cable.

6.5.8. Cable Grouping and Routing

Conduit, wire ways and cable bundles will contain only wiring of a single signal classification except as specified otherwise.

6.5.9. Service Loops

DS will provide service loops where harnesses or different classes cross, where equipment is mounted on rack slides, where equipment not on rack slides must be removed from the front, or where hinged panels are to be interconnected. Service loops will permit full extension of rack slides, or removal plus one foot of front access equipment not on rack slides, without visible stress on service loop.

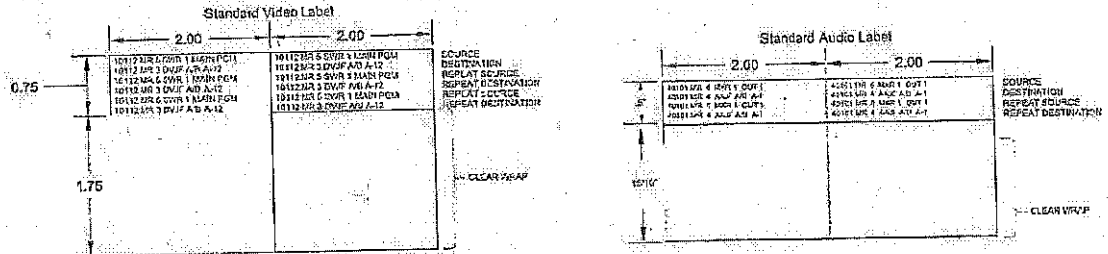
6.5.10. Box Loops

DS will provide a box loop for all wire and cable routed through junction boxes or distribution panels. Cable will not be bent at a radius less than that recommended by the manufacturer as specified in the supplied cable specification sheets. All cabling will meet manufacturers HD specifications as to bend radius and support ties.

6.5.11. Cable Labels

All broadcast cable identification will be alphanumeric with "to" and "from" alphanumeric coding. Labels will adhere to the following format:

EXHIBIT D - STANDARDS & PRACTICES



Label materials will be durable, with non-erasable identification clearly visible below any protective covering. Lettering shall be of sufficient density to afford reading in reduced rack lighting. Minimum character size shall be 1/8".

6.5.12. Cable Label Location

Cable labels will be 3" from the connector or termination. On audio cables where wires get tied to a lacing bar (terminal blocks, QCP panels, Krone punchdown blocks, Elco 3-pin and 90-pin connectors), the label will be placed directly against the heat shrink at the wire break-out, leaving the label exposed between frame and lacing bar.

6.5.13. Cable Types

See Table 1.

6.5.14. Cable Colors

See Table 2.

6.5.15. Cable Termination

A. Coaxial Cables

Coaxial cables will be terminated in crimp-type connectors, using automated equipment at a DS facility. Where coaxial cables terminate in receptacle plates, cables will be fitted with standard connectors, and receptacle plates will be fitted with "feed-through" type bulkhead connectors or directional couplers.

B. Fiber Optics Cables

Fiber optic cables will be terminated as specified in the construction documentation, utilizing proper preparation and termination tools consistent with the data specifications.

C. Audio Cables

Line and microphone level audio cables will be terminated in crimp or solder-type connectors as specified in these project standards. Speaker level cables will be terminated with crimp type insulated spade lugs or banana plugs, as required by equipment

D. Control and Data Cables

EXHIBIT D - STANDARDS & PRACTICES

Control and data cables will be terminated in crimp or solder-type connectors as specified in these project standards. Insulate soldered connections with heat shrinkable tubing.

E. Barrier Block Connections

Make all connections to screw-type barrier blocks with insulated crimp type spade lugs. Size all lugs properly to assure high electrical integrity, i.e., low resistance connections.

6.5.16. Cable Connectors

See Table 3.

6.5.17. Connector Conventions

A. DS uses the following audio signal connector conventions:

Signal	Connector
High or "+"	Pin 2 or Tip
Low or "-"	Pin 3 or Ring
Ground or shield	Pin 1 or Sleeve

B. Audio Circuit Balancing

All analog audio circuits will be balanced to ground. Voltage distribution will be used, comprising low source impedance and bridging loads. All wiring for analog audio circuits, except speaker circuits, will utilize paired, shielded cable as specified in these project standards, regardless of the balance condition of the circuit being wired. Analog audio circuits terminating in unbalanced connectors will use balanced cable. All speaker level cable runs will be consistent with power rating of the system power amp and application.

C. Video/RF and other unbalanced signal connector convention

DS uses the following signal connector conventions:

Signal	Connector
High or "+"	Center Pin
Signal Return or shield	Shield

D. RGBHV High Density signal connector convention in compliance with IBM SVGA/XGA standards.

6.6 Inventory Management & Asset Control

The following is Diversified's standard procedure for inventory management and asset control.

EXHIBIT D - STANDARDS & PRACTICES**6.6.1. Equipment receipt**

1. Receive all equipment at the SFGovTV project site, or off-site at Diversified Systems, 3275 Edward Avenue, Santa Clara, CA 95054.
2. Pull, and copy as required, all Packing Lists and shipment documents, forward to SFGovTV Project Procurement Coordinator.
3. Inspect all shipments for damage and, if required, file damage claims. Notify DS and SFGovTV Project Leaders of any damaged equipment.
4. Handle any returns, exchanges, etc. of any equipment
5. Maintain the procurement management database. Open all equipment cartons, apply asset management tags, re-seal cartons.
6. Separate all manuals and ancillary items and store for later use by SFGovTV.
7. Verify that all inventory required for off-site and on-site installation is in place. Ensure that all necessary tools and test equipment are on-hand. Procure any special items required. All installation materials are chosen for their durability and high level of performance.
8. Manage the delivery of all equipment to the site for installation.

6.6.2. Inventory control methodology:

The item is received and the following product information is entered into the inventory tracking system:

- Model Number
- Manufacturer
- Description
- Serial Number
- Location
- PO#
- Post Date

A barcode label is applied to the mainframe of the item. The item is repackaged in the original box; a label is printed and applied to the box with the identical bar-coding information. The item is placed in its stores location until it's ready for installation and reassigned to its final destination. The mainframe is identified as the MASTER bar-code. Mainframe items that have options or accessories listed on the purchase order as a line item will also follow the above procedure, receive a barcode label and can be tracked in the system. Options are assigned a barcode and identified as ASSIGNED TO the Master bar-code. The Master Bar-code is now ready to be assigned to a storage location (Issue code).

EXHIBIT D - STANDARDS & PRACTICES

7.0 Testing & Commissioning

7.1 System Testing

DS is responsible for testing and commissioning all installed new equipment, and where documentation exists, owner furnished equipment.

DS adheres to the SMPTE 292M and Belden HD Installation standards for high definition performance requirements, including, but not limited to, bend radius of cables, wire ties, appropriate cabling and connectors.

All installed cabling will meet the following testing criteria:

- No bit errors on a sampling of five percent (5%) of representative cables over a two minute period using an HD test signal and a HD Waveform monitor
- No more than 2 bit errors on a sampling of one percent (1%) of the longest cables (~100 cables) over a 24 hour period. If there are more than 2 bit errors in a 24 hour period then the cable will be tested a second time, and if there are 2 or less bit errors on this second test then the cable will be considered to have passed.
- All cables should have a 10 meter extension added to the cable using a 75 ohm BNC barrel during the test.

DS will develop the System Test Plan in conjunction with the Construction Drawings, and this test plan will be accepted during the drawings review process. All sources going into the production switcher, including those originating from the router, must satisfy the timing window of the production switcher. DS will do facility wide testing on audio lip sync, to ensure frame accurate performance. The measurement will be done using a Vistek Valid Test System or other similar device, mutually agreed upon by SFGovTV Engineering and DS.

7.2 Off-Site Cable Testing

All cables fabricated at the DS facility will be tested for continuity:

7.3 On Site Cable Testing Plan

DS engineers will create a drawing set labeled as the "Test" set. This will be kept separate from the "Master" set and the "Construction" sets. For ease of use during tests, these may be a "C" size drawing. As each cable and/or piece of equipment is tested it will be highlighted in blue by the test engineer. When everything on a drawing has been tested and highlighted, the drawing number in the lower right corner will also be highlighted in blue. In addition, the current status (percentage completion) of testing for each drawing will be tracked on the Excel drawing list.

If the engineer finds any wiring errors, they will complete a simple form, identifying the error and the fix and will give this to the Install Supervisor. Once they have verified that the error has been fixed they will highlight in blue on the test set.

EXHIBIT D - STANDARDS & PRACTICES**7.4 System Configuration and Testing**

As part of the design process, DS will propose test procedures for SFGovTV approval.

Each Sub-system (and if needed, sub-sub-systems) will be identified on an Excel spreadsheet. As each system is configured and tested, its status will be tracked. Punchlist items for each system will be recorded here. Sub-system status may be shown as:

- 1) Fully complete and ready for use
- 2) Mostly complete (with minor punch list items that will not effect current operations)
- 3) Partially complete (with punch list items that inconvenience operators but still allow use)
- 4) Not complete (punch list items such that the system is not available for operation)

DS and SFGovTV will jointly determine when all performance testing is to be conducted. Performance testing of mutually agreed 'Critical Paths' will be conducted to characterize the technical performance of the facility and plant.

Following the "powering-up" of individual pieces of equipment, each new item will be set up and aligned by the Systems Integrator in accordance with the manufacturer's instructions.

SFGovTV will be responsible for the setup and alignment of reused equipment once installed in the new facility.

7.4.1. Preliminary Checks and Testing

DS will conduct preliminary checks and testing prior to performance testing and subsequent to completion of related or adjacent work of other trades, as applies. This testing includes the verification of safe and proper operation of all components, devices, or equipment, nominal signal levels within the systems and the absence of extraneous or degrading signals.

7.4.2. Initial Procedures

DS will perform the following verification and/or testing procedures, and correct unacceptable conditions as required:

- Mechanical integrity of device mounting
- Proper grounding of devices and equipment
- Integrity of signal and electrical system ground connections
- Proper provision of power to devices and equipment
- Integrity of all insulation, shield terminations and connections
- Proper routing and dressing of wire and cable
- Mechanical integrity of all support and positioning equipment
- Freedom from rattles, buzzes or other mechanically or electrically induced noise

EXHIBIT D - STANDARDS & PRACTICES**7.4.3. Documentation of Testing**

DS will document all acceptance testing, calibration and correction procedures, in addition to those specified herein, as follows:

- Type and description of the given procedure, date and conditions of performance.
- Parameters measured and their values, including values measured prior to calibration or correction, as applicable.
- Parameters associated with calibration or corrective networks, components, or devices.
- The names of personnel conducting the procedure.
- The equipment used to conduct the procedure.

7.5 *Software-based Control and Switching Systems Review Meeting*

At the completion of technical systems commissioning, we will provide one follow-up review of software-based control and switching systems. We will provide minor modifications of the software control systems relating to in/out signal management and control panel configurations.

7.6 *Commissioning Report*

A Commissioning report will form the basis for acceptance of the system by SFGovTV.

EXHIBIT D - STANDARDS & PRACTICES

8.0 Acceptance

8.1 *Project Completion Document*

During the design phase of the project we require a document be jointly drafted between our team and the Owner detailing expectations for a completed project. This document will detail Project assumptions, exclusions and responsibilities between the Owner and DS. The Commissioning Report (see 7.4.5) is part of the Project Completion document.

8.2 *Substantial Completion*

On receiving the Project Completion document, SFGovTV will either accept the results of commissioning or record specific performance deficits on a deficiency list that will be dealt with by the DS.

Substantial Completion is a defined benchmark in the project timeline by which SFGovTV has the ability to operate systems in a normal, day-to-day revenue producing manner.

8.3 *Punch-List*

Between Substantial Completion and Final Completion, all items and issues on the deficiency list will be corrected expeditiously by DS. Acceptance will be granted when all items on the deficiency list have been addressed to SFGovTV's satisfaction.

EXHIBIT D - STANDARDS & PRACTICES**9.0 Final Documentation****9.1 *As-Built Drawings***

DS will deliver to SFGovTV an agreed-upon number of as-built drawing sets on paper and files on CD-ROM. As built drawings show the actual final condition of how the devices or systems are installed. These drawings reflect all field conditions, and are free of correction marks, revision notes or other extraneous indications.

9.2 *Wire Running List*

Also on paper and on CD-ROM will be the facility wire running list containing all wiring provided by the DS.

9.3 *Manuals***9.3.1. System Manual**

DS will provide an agreed-to number of systems manual, detailing the final systems test results, a copy of the final bill-of-material, and the service telephone number specified for warranty service.

9.3.2. Equipment Manuals

DS will provide at least one copy and not more than three copies of all operator and service manuals for every version of each piece of equipment purchased by DS, unless the manuals are otherwise available online or electronically.

9.4 *Warranty Registrations*

All manufacturers' warranties received by DS for equipment supplied to SFGovTV will be turned over to SFGovTV following acceptance.

9.5 *Asset Tagging & Inventory Control*

The Inventory Control database (MS Access) is converted to Excel and turned over to SFGovTV.

EXHIBIT D - STANDARDS & PRACTICES**10.0 System Training**

DS will provide system training, as well as coordinate on-site training on major elements of equipment as provided by a number of manufacturers. System and manufacturer's training will be scheduled at times mutually agreeable with SFGovTV.

10.1 SFGovTV Personnel Training

At the convenience of SFGovTV, DS will provide on the job training of personnel designated by SFGovTV for instruction in the proper operation and general maintenance of the system. DS will also provide a detailed as-built overview to SFGovTV personnel.

10.2 Manufacturer's Training

Where applicable, optional manufacturer's training will be arranged at the time of purchase of equipment by SFGovTV. DS will include pricing for such training as part of each quotation for any equipment that it provides. If requested by SFGovTV, manufacturer's training will be included in the equipment purchase regardless of whether the equipment is purchased by the DS or by SFGovTV.

11.0 Final Completion**11.1 Final Completion document**

Upon receipt of all final documentation; correction of any identified deficiencies (punch-list), and SFGovTV personnel training, DS will present a Final Completion document.

11.2 Lessons Learned

DS requests a post-project review meeting with SFGovTV to review the Project and discuss lessons learned.

12.0 Warranty**12.1 System Warranty**

Diversified Systems warrants the work, parts and materials supplied by it in fulfillment of this project for a period of twelve (12) months from the date of Final Completion and Acceptance.

12.2 Product Warranty

Diversified Systems is an authorized System Integrator/Reseller for equipment provided by DS, and all products carry a pass-through warranty to SFGovTV. All equipment warranty documents will be forwarded to SFGovTV.



EXHIBIT D - STANDARDS & PRACTICES

On equipment procured by Diversified, DS will negotiate with equipment suppliers to initiate the warranty period from the date of Substantial Completion.

In the case of most broadcast equipment (e.g. camera, switcher, etc.), the replacement window is subject to the availability by the manufacturer.

EXHIBIT D - STANDARDS & PRACTICES

Table 1 – Preferred Cable Types

Signal	RG type / AWG	DS Specified
Video		
HD/SD Digital Video HD SSFGovTV (270MB)	RG-6/U	Belden 1694A Belden 1855A dependent on distance
Analog Video Black Burst Ref / Tri-level / DARS / Word Clock	RG-6/U	Belden 1694A
Component Video (Bundled RGBS)		Belden 1694A (RGB)
Audio		
Analog Line Level Analog Mic Level Time Code		Belden 9451
AES balanced (110R) Audio		Belden 1800B
AES unbalanced (75R coax) Audio MADI		Belden 1694A
Microphone Flex Cable		Belden 8412
Mic Level Multi-Pair Cable	2-pair 8-pair	Belden 1814R Belden 1817R
Intercom		
RTS Intercom on DB9		Belden 8777
RTS and Clearcom on RJ12		Belden 1752A
Control		
Clock		Belden 9451
GPI / RS232		Belden 9539
RS422 TX/RX pairs only		Belden 9729
RS422 all 9 pins		Belden 9730
DC Power within racks (float shield) Infrared Emitter Probes (float shield)		Belden 9451
DC Power Outside of racks or over 25FT		Belden 8461
Control over coax (e.g. Sony SBUS, etc) ESE Clock		Belden 1694A Belden 1505A
LAN		
CAT5E		ADC CAT 5
CAT6		ADC CAT6



EXHIBIT D - STANDARDS & PRACTICES

Signal	RG type / AWG	DS Specified
Speaker		
Use for 8 Ohm runs over 30 ft Use for long runs 70 V over 250 FT	12AWG	Belden 8477
Use for 8 ohms under 30 ft or within racks Use for short runs 70V under 250 FT and in racks	14AWG	Belden 8473
RF		
Trunks - High Noise Environment	RG-11/U Quad Shield	Commscope 2287K
Trunks - Average Environment	RG-11/U	Commscope 2285K
Drops - Severe Noisy Environment	RG-6/U Quad Shield	Commscope 2227K
Drops - High Noise Environment	RG-6/U Quad Shield	Commscope 2227V
Drops - Average Environment	RG-6/U	Commscope 2276V
Satellite & General Purpose	RG-6/U	Commscope 0132V
Dual LNB Satellite	RG-6/U Siamese	Commscope 0359V
Triax		
Triax, 3/8" O.D.	RG-58/U	Belden 1856A
Triax, 1/2" O.D.	RG-11/U	Belden 1858A
Hybrid Fiber		
Hybrid Fiber, 9.2mm O.D.		Mohawk M96040
Hybrid Fiber, 16.0mm O.D.		Mohawk M96271
Other Fiber		
TAC Fiber		To be specified
Interduct Fiber		To be specified

EXHIBIT D - STANDARDS & PRACTICES
Table 2 – Preferred Cable Colors

Signal	Color	Cable Type
HD/SD Digital Video	Black	Belden 1694A
Analog Video	Yellow	Belden 1694A
Black Burst Ref / Tri-level / DARS / Word Clock	Orange	Belden 1694A
Analog Line Level	Grey	Belden 9451
Analog Mic Level	Blue	Belden 9451
AES Balanced Audio (110 ohm)	Violet	Belden 1800B
AES Unbalanced Audio (75 ohm coax)	Blue	Belden 1694A
MADI (75 ohm coax)	Violet	Belden 1694A
Timecode	Red	Belden 9451
Mic Flex Cable	Black	Belden 8412
RTS Intercom on DB9	Grey	Belden 8777
RTS and Clearcom on RJ12 [Cat5e]	Green	Belden 1752A
GPI / RS232	Grey	Belden 9539
RS422 TX/RX pairs only	Grey	Belden 9729
RS422 all 9 pins [3-pair, individually shielded]	Brown	Belden 9730
DC Power within racks (float shield)	Red	Belden 9451
DC Power Outside of racks or over 25FT	Chrome	Belden 8461
Infrared emitter Probes (float shield)	Green	Belden 9451
Control over coax (e.g. Sony SBUS, Leitch X-Y, etc)	Green	Belden 1694A
KVM (Cat6)	Yellow	Belden 1872A
CAT5E	Grey	Belden 1700A (Solid) Belden 1752A (Stranded)
CAT6	Grey	Belden 7881A (Solid)

EXHIBIT D - STANDARDS & PRACTICES

Table 3 – Preferred Connector Types

Signal	Type
Connectors	
BNC for Belden 1694A	ADC BNC-8-N
BNC for Belden 1855A	ADC BNC-13-N
XLR	Neutrik NC3FX-B
	Neutrik NC3MX-B
1/4" Phone	Neutrik NP3C-B
RCA	Switchcraft 3502
D-Subminiature	Amp Crimp-Type
LAN	EZ-RJ45
MATV/RF	LRC Snap-n-Seal

EXHIBIT E

MAINTENANCE SERVICES

MAINTENANCE SERVICES**Warranty**

Diversified System (DS) will warranty the entire installed system for a period of one (1) year after acceptance of installation. It is the responsibility of the owner to fill out any and all warranty cards provided with the equipment so that the manufacturers' warranties for said equipment can be activated. Please note that all site visits will be billed at our standard hourly rates (See Section 4 of this document) if it is determined that the reported issue was not caused by system failure but rather due to user related issues such as equipment damage or system misuse.

DS WILL provide a full TWO-YEAR service contract including preventative maintenance, emergency maintenance, and necessary equipment repair. The following is a description of our service standards.

Service Contract

DS has a fully integrated process for dealing with service and support issues that is seamless and leads to faster resolution of service issues and more complete customer satisfaction.

The Diversified Systems Service Department is managed by Eric Halpin; Manager of Project Support Services. Eric has a staff of 9 full-time Engineers and 31 full-time field technicians that have hundreds of years of combined experience in areas such as broadcast, videoconferencing, satellite transmission, conference room AV systems, cable television, acoustical consulting, information technology and networking.

This large and deep talent pool is unmatched by any of our competitors and is the key to our ability to continually win new business based on our unique merits.

Our Standard Service Methodology and Escalation process is as follows:

1. **Preventive Maintenance**
 - A. System maintenance is provided quarterly, as scheduled by the client.
 - B. System is tested in its entirety and a report is generated for each room
 - C. Report lists any anomalies, field repairs and items that should be replaced (projector lamps, touch panel batteries, etc.)
 - D. Any costs for spare parts and labor related to manufacturer repairs are submitted to client for budget approval
2. **Corrective Maintenance**
 - A. Client advises DS of issue via phone, fax or email.
 - B. Return phone call or email is made within 60 minutes.
 - C. Immediate attempt to troubleshoot via telephone or email.
 - D. If issue cannot be resolved quickly, pull system drawings and call client back.
 - E. If issue cannot be resolved via telephone or email, a site visit for a Diversified Systems Service Technician (ST) is scheduled to address the problem.

MAINTENANCE SERVICES

NOTE: For all non-DS installed systems, drawings must be supplied to DS as part of the Service Agreement. Additional copies of drawings must be kept at client location and made fully accessible to DS personnel at all times.

- F. A Service Report file is opened.
- G. ST to visit site within 24 hours of original call or as scheduled by client (during normal business hours), with allowances for travel planning and logistics if site is greater than 100 miles from a Diversified location
- H. ST attempts to rectify issue on-site. If ST cannot diagnose problem, one of our Senior Engineers is contacted for assistance.
- I. If necessary, Senior Engineer arranges to visit site for higher level diagnostics.
- J. If equipment must be removed for servicing, ST determines availability of a loaner unit and installs loaner.
- K. Service Report is filled out and submitted to the Service Manager. This report is then approved and distributed to all parties involved with the call including the client contact.
- L. Repaired equipment is re-installed during a future schedule site visit. An additional Service Report would be issued for this reinstallation work.

3. Reporting:

Monthly report is provided to client showing the following:

- A. Date/Time of calls
- B. Date/Time of Service visits
- C. Description of incidents
- D. Resolution of problems
- E. Date/Time of resolutions
- F. Serial numbers of any items involved
- G. Costs to client, if applicable
- H. Recommendations are made to client regarding upgrades, issues related to misuse or operator error, etc.

**Contract Agreement
March 30, 2012**

Equipment Maintenance Attachment

**City and County of San Francisco
And
DSI Video Systems, LLC DBA Diversified Systems**

PSC #4038-11/12

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

Equipment Maintenance Attachment

This form is an attachment to the Agreement between the City and County of San Francisco ("City") and DSI Video Systems, LLC DBA Diversified Systems, 3275 Edward Avenue, Santa Clara, CA 94054 ("Contractor"), dated March 30, 2012. The Terms and conditions of this attachment are referenced in and incorporated into the Agreement between the City and Contractor.

WHEREAS, a Request for Proposal ("RFP") was issued on September 8, 2011, and City selected Contractor as the highest qualified scorer pursuant to the RFP;

NOW, THEREFORE, City and Contractor agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the City's Controller, and any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

This Section shall control against any and all other provisions of this Agreement.

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from March 30, 2012 to September 30, 2012. In addition, the City shall have one option to extend the term of the agreement for a period of one year, which the City may exercise in its sole, absolute discretion.

3. No Automatic Renewal. Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, any terms and conditions of Contractor attached hereto): (a) in no event shall the term of this Agreement be longer than the initial term expressly stated in this Agreement; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either party) or any similar "evergreen" provision shall be deemed null and void ab initio; and (c) the term of this Agreement shall not be extended or renewed except by written agreement duly authorized, executed and delivered by City. In the event of any inconsistency within this Agreement relating to the duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in this Agreement, then the term shall be one year from the date on which the term commences.

4. City's Payment Obligation. The City will make a good faith effort to pay all invoices within 30 days of billing. In no event will the City pay any late fees or charges for payments

made after the 30 day period. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City. Maintenance Payments shall be in consideration for the maintenance services provided by Contractor during the applicable fiscal year in which such payments are due. In no event shall the amount of this Agreement exceed One Million Two Hundred One Thousand Two Hundred Thirty Three Dollars (\$1,201,233). The breakdown of costs associated with this Agreement appears in the agreement between City and Contractor, dated January 30, 2012, to which this Attachment is attached.

5. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

6. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

7. Force Majeure. Contractor shall not be liable for failure to maintain Equipment when such failure is due to causes beyond its reasonable control, such as acts of God, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine, war, riot, delays in transportation, care shortages, and inability due to causes beyond its reasonable control to obtain necessary

labor, materials or manufacturing facilities, and in such event the Contractor shall perform as soon as such cause is removed.

8. Indemnification. Contractor shall indemnify and save harmless the City from and against any and all loss, cost, damage, injury, liability, and claims, including those arising out of injury to or death of a person, or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or contract on, Contractor, its subcontractor or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent; this obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

9. Liability for Damage to Equipment. It is understood and agreed that the City is responsible for loss of or damage to any Contractor owned equipment involved, only as caused by the negligent or wrongful actions of City's officers, agents and employees.

10. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from contractor's acts or omissions. Nothing in this agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

11. Insurance

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

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

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

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

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

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

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

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. (Reserved)

12. Provisions Controlling. Contractor further agrees that in the event of conflicting language between this "Equipment Maintenance Attachment" and Contractor's printed form, the provisions of this "Equipment Maintenance Attachment" shall take precedence.

13. **Contractor's Default.** Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to City, this Contract may be terminated by City upon ten days written notice. Such termination does not waive any other legal remedies available to City.

14. **Termination**

a. **Termination for Cause.** In the event Contractor fails to perform any of its obligations under this Agreement, this Agreement may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days written notice to Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor will be paid for those services performed under this Agreement to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any liquidated damages or other costs City has or will incur due to Contractor's non-performance. Any such offset by City will not constitute a waiver of any other remedies City may have against Contractor for financial injury or otherwise.

b. **Termination for Convenience.** City may terminate this Agreement for City's convenience and without cause at any time by giving Contractor thirty days written notice of such termination. In the event of such termination, Contractor will be paid for those services performed, pursuant to this Agreement, to the satisfaction of the City up to the date of termination. In no event will City be liable for costs incurred by Contractor after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. This section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work under the contract after receipt of the termination notice.

c. **Obligations upon Termination.** Upon termination of this Agreement, Contractor will submit an invoice to City for an amount which represents the value of its work or services actually performed prior to the effective date of termination for which Contractor has not previously been compensated, except that with respect to reimbursement for Contractor's services, in no event will the compensation paid for the month in which termination occurs be greater than the scheduled monthly fee multiplied by a fraction, the numerator of which will be the days in the month elapsed prior to the termination and the denominator of which shall be 31. Upon approval and payment of this invoice by City, City shall be under no further obligation to Contractor monetarily or otherwise.

d. **Survival.** This section and the following sections of this Agreement shall survive termination or expiration of this Agreement

- | | |
|---|--|
| 6. Submitting False Claims; Monetary Penalties. | 15. Audit and Inspection of Records. |
| 8. Indemnification. | 16. Taxes. |
| 9. Liability for Damage to Equipment. | 21. Waiver. |
| 10. Incidental and Consequential Damages. | 22. Governing Law. |
| 11. Insurance | 23. Entire Agreement; Modifications. |
| 12. Provisions Controlling. | 38. Protection of Private Information. |

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

16. Taxes. The City will only pay California sales and use taxes. The Contractor is to add California sales and use taxes, if appropriate and lawful, to the monthly payment and the tax must be properly identified on each monthly invoice. Any other taxes now in effect which may be levied upon this Agreement, the transaction, or the Equipment or services delivered pursuant hereto shall be borne by the Contractor. In the event any taxes or charges are enacted after the date of execution of this Agreement, those taxes or charges shall be borne as mutually agreed. The Contractor will indemnify and hold City harmless from any fines, penalties or interest thereon imposed during the Agreement term or in connection with termination of the Agreement by any federal, State or local government or taxing authority. The taxes covered by this Section shall only include those attributable to the equipment. Under no circumstances will the City pay any taxes imposed on, based on, or measured by the net income of the Contractor.

17. Assignment. Notwithstanding any other provision in this Agreement, in no event shall all or any portion of this Agreement be assigned without the prior written approval of Purchasing and the City Attorney.

18. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section

1:126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

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

To City: San Francisco Department of Technology
Contracts Administration
One South Van Ness Avenue, 2nd Floor
San Francisco, CA 94103
dtcontracts@sfgov.org

To Contractor: Robert G. Daines, Vice President
Diversified Systems
3275 Edward Avenue
Santa Clara, CA 95054

Any notice of default must be sent by registered mail.

20. Section Headings. All section headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

21. Waiver. The waiver by either party of any breach by either party of any term, covenant or conditions hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

22. Governing Law. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of California.

23. Entire Agreement; Modifications. This Agreement, together with the Appendices hereto, constitutes the entire Agreement between the parties and may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall submit to the Director of the Human Rights Commission any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form). All agreements between the parties are included herein and no promises or statements have been made by either party unless endorsed hereon in writing. No change or waiver of any provisions hereof shall be valid unless made in writing with the consent of both parties and executed in the same manner as this Agreement. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

24. Local Business Enterprise Utilization; Liquidated Damages

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase

Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is 5%. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

3) **Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring

Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

4) **Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

25. **Nondiscrimination; Penalties**

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with

a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

26. Earned Income Credit (EIC) Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

27. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that

causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

28. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

29. Requiring Health Benefits for Covered Employees. Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice

proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

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

31. Drug Free Workplace. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

32. Sunshine Ordinance. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

33. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Contractor shall comply with and be bound by all the applicable provisions of Chapter 12L. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

34. First Source Hiring Program

a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. **First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or

temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

6) Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. **Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. **Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. **Liquidated Damages.** Contractor agrees:

1) To be liable to the City for liquidated damages as provided in this section;

2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position

improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

35. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

36. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

37. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

38. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

39. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute a material breach of this Agreement.

40. Food Service Waste Reduction Requirements. Left Blank by Agreement of the Parties.

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

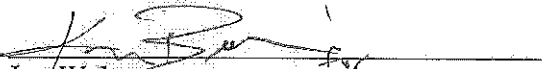
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

**DSI Video Systems, LLC DBA
Diversified Systems**


Jon Walton
Acting Chief Information Officer
Director, Department of Technology
City and County of San Francisco

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

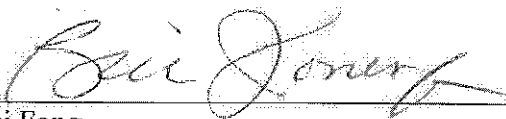
Approved as to Form:

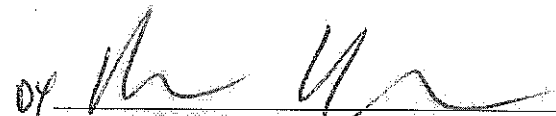

I have read and understood paragraph 28, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Dennis J. Herrera
City Attorney

By: 
Deputy City Attorney

Approved:


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


Robert G. Daines
3rd Vice President
3275 Edward Avenue
Santa Clara, CA 95054


City vendor number: 87193

**Appendix A
Insurance**