



COVER LETTER

January 7, 2025

City of Lake Elsinore
Gus Papagolos
130 South Main Street
Lake Elsinore

Dear Mr. Gus Papagolos,

Thank you for the opportunity to provide you with a firm fixed proposal for design and estimates for the equipment, installation materials and labor for the installation and commissioning of the system. This proposal has been revised by removing the contingency and I have reduced the cost of the bond. I spoke to my bonding agent, and he said the city needs to specify that the bond does not apply to the Design Labor and the Annual Support fees. I added some verbiage to my proposal that reflects this.

Please feel free to reach out to me with any questions or concerns you may have.

Sincerely,

Kristen Tetherton

Kristen Tetherton
President
(949) 388-3919

Proposal Contents

| | |
|--|----|
| COVER LETTER..... | 1 |
| SCOPE OF WORK..... | 3 |
| PROJECT PROCESS | 5 |
| PRICING | 9 |
| PAYMENT TERMS | 10 |
| PROJECT ASSUMPTIONS AND EXCLUSIONS | 11 |
| TERMS AND CONDITIONS..... | 12 |
| WARRANTY STATEMENT | 13 |
| ANNUAL SUPPORT CONTRACT PROPOSAL..... | 16 |

SCOPE OF WORK

The scope of work for this project includes Triton providing a firm fixed pricing for the design on the system with budgetary estimates for the equipment, installation materials and labor for the installation and commissioning of the system. Triton's design will include the following systems with the estimates based on these systems:

1. Council Chamber Audio-Visual Presentation System. This system includes the following:
 - a. Sources to the audio-visual system that may include:
 - i. Dedicated and installed as well as Bring Your Own Device (BYOD) such as laptops, tablets, and phones with assorted operating systems connecting either wired or wirelessly. These devices are used for presentation as well as soft codec (Zoom, MS Teams, or others) use in the room. This requires audio with mix-minus and video both in and out of the devices being used. These sources are created in the production and presentation systems.
 - ii. Wired and Wireless microphones to be used at the dais, staff desks and podiums.
 - b. The audio-visual system will support the following:
 - i. Video and audio feeds to the broadcast production system that include presentation content and voting results
 - ii. The primary audience displays will be evaluated during the design and may include LED Wall(s), Projection including potentially ultra short throw systems, and/or flat panel displays. These will display the content to the audience including but not limited to, program content, computer generated content, agenda information, voting results, speaker timer, and other content needed to be displayed during a meeting.
 - iii. Displays on the dais that can display the Council's agenda and program content.
 - iv. Potential displays on the staff desks to display content. This will be discussed during the design and will be based on the furniture layout of the room and the audience displays.
 - v. Potential confidence monitor/s at the podium if required.
 - vi. Speakers in the chamber, at member seats, and overflow spaces
 - vii. Assistive Listening System in the chamber supported by closed captioning to Broadcast and overflow participants.
 - c. The audio-visual system will be controlled via a control system that will allow:
 - i. The city to select what sources they want displayed or heard in the chamber.
 - ii. Control the audio levels in the chamber for sources and speakers
 - iii. Individual mic level control within the chamber including muting and unmuting specific microphones, chairman override capability, or all microphones.
 - iv. Lighting control to control both house and broadcast lighting
 - d. Council Chamber Camera System

- i. Pan/Tilt/Zoom cameras will be designed into the space based upon sightline studies and plans.
 - ii. Remote control of the cameras including presets, pan, tilt, zoom, iris, color adjustments, white and black balance, gain and other controls.
 - iii. The control system will have ability to control one or two cameras remotely during a non-council or broadcast meeting for when the chamber is used for other meetings that may include Zoom or Teams.
- e. Voting, Request to Speak and Digital Name Plates
 - i. Provide design for a voting system capable of tracking yes, no, or abstain votes and displaying it in multiple methods.
 - ii. Voting will be displayed in real-time to audience members and overflow participants as well as provide a feed for broadcast production
 - iii. A request to speak queue will be displayed to chair as well as staff positions
 - iv. RTS system will provide a timeout feature whose length can be set by the chair or staff from the control system.
 - v. Digital nameplates will be designed at each member position facing the audience
 - vi. Nameplates shall be customizable by staff to accommodate changes in members or positions at council dais.
 - vii. The ability to use public speaker kiosk systems now or as a future addition to the system
- f. Podium – ADA
 - i. A height adjustable podium will be specified to accommodate physically challenged speakers
 - ii. Podium will have various technology features to allow curated real-time display of user content as well as provide a feed for production control.
 - iii. A confidence monitor in front of the podium will provide preview of speaker provided content for curation by staff for display and broadcast.

2. Production and Broadcast System

- a. The broadcast production system will utilize a PTZ Camera layout in the chamber to capture the council members, staff, and speaker at the podium. Cameras will be controlled primarily from production control but also from touch panel/s within the Chamber for non-broadcast events.
- b. The primary platform for broadcasting Chamber meetings will be digital streaming services with tie ins to the local cable broadcast facilities.
- c. The chamber audio system will produce a dedicated program audio mix for use by production control room that can be automated or mixed discretely in production control room if desired.
- d. Closed captioning and AI translation may be part of this system and will be discussed during the design.

- e. Broadcast system will include a master control playback solution like the Cablecast VIO playback server system.
 - f. Technical furniture will be specified based on the number of operators, their workflow, and the equipment they need to operate during a meeting.
3. Lighting System includes the design of the production lighting. There will be integrated control between the house lighting and production lighting in the chamber.
- a. Lighting design specification shall be used in conjunction with an interior design/er to provide best broadcast friendly colors to the space.
 - b. Design to include electrical and conduit requirements, fixture and lamp specification, lighting control of the production lighting and interface with house lighting.

PROJECT PROCESS

This project includes our Triton Project Process, which describes our approach and methodology to a design and provides project oversight for this project. The entire process is made up of four phases in which each one is built upon the other.

The two phases, Program Phase and Design Phase, will require collaboration between us and the City of Lake Elsinore to define all the project requirements. Without collaboration, it is not possible to define the customer's objectives and expectations, nor design a system that will meet them.

Within both the Program and Design Phase, the client will be required to review and approve all deliverables before proceeding to the next phase. This allows the client to fully understand their systems specification, capabilities, budgets, timelines, etc. This review and approval process confirms that the design is meeting their objectives and expectations.

The Project Process includes value engineering throughout the entire process, which allows us to discuss alternative designs, products and/or processes that could be applied to the project with the benefit of saving the customer money.

The Triton Project Process is as follows:

Program Phase: The first phase of the process is to develop the conceptual design and define overall project goals. This phase allows the project team to brainstorm at a high level and determine the specific functionality for each system area and location of the project. The deliverables of this phase include block and flow diagrams, a Rough Order of Magnitude (ROM) estimate of proposed equipment, space layout drawings and preliminary functional description of the system.

 Conduct and attend one onsite and one remote meeting.

- ▮ Provide Needs Analysis
- ▮ Review Existing Documentation – Facilities
- ▮ Benchmark Comparable Facilities
- ▮ Conduct Program Meeting – Management, Operator, Engineering
- ▮ Program Report including:
 - ▮ Conceptual Design
 - ▮ ROM estimate of proposed equipment
 - ▮ Equipment Demonstrations
 - ▮ Preliminary functional description of system
- ▮ This phase is signed off as completed by the client before moving to Design Phase.

Design Phase: The Design Phase refines the research and design findings from the Program Phase. This second phase takes the information from Program Phase and develops the design into detail. Once this phase is completed, the client will know everything that needs to be known about the project from a technical standpoint including how all equipment will be wired, where the equipment will be installed, what size technical furniture or number of racks will be required, as well as electrical and mechanical requirements. A final Bill of Material is prepared inclusive of specific line-item equipment lists. This phase includes the following:

- ▮ Conduct and attend one onsite and two remote meetings.
- ▮ Research Benchmark Equipment
- ▮ Develop System Design
- ▮ Establish the Infrastructure
 - ▮ Concept
 - ▮ Schematic, Design (Wire Diagrams)
- ▮ Critical Design Review of Technical Systems
- ▮ Final space planning, floor plans, equipment locations, etc.
- ▮ Rack elevations and/or console and furniture layouts
- ▮ Mounting Details (Projector, Monitors, Cameras, etc.)
- ▮ I/O Panel Design and Layout
- ▮ Identification of power, and conduit requirements. The customer will complete the implementation of power and conduit requirements.
- ▮ Deliverables and Approval
 - ▮ Provide 11X17 Drawings using Triton Title Blocks in both hard and soft copy. Soft copy is delivered in both AutoCAD and pdf formats. Drawings include single line drawings that document every cable and all the equipment that will be installed in this project. (Cables not documented include power, keyboard, and mice.) Depending on the project other drawings may include floor plans, reflected ceiling plan, console and rack elevations.
 - ▮ Provide Bill of Material (BOM) in both hard and soft copy formats. Soft copy is provided in both Excel and pdf formats. It will be formatted with the following order: item #, quantity, manufacturer, equipment model #, description, price, and extended price. If there is Customer Furnished Equipment (CFE) that is required in this project, those items will be designated as CFE on the BOM with no price associated with it.
 - ▮ Provide Cable Database in both hard and soft copy formats. Soft copy is provided in Excel format.

- Final project costs for remaining phases, equipment, and installation materials.
 - Project timeline for remaining phases.
- This phase is signed off as completed by the client before moving to Installation Phase.

Installation Phase: Once the customer approves the design, the project moves to the installation phase. Deliverables and activities in this phase are as follows:

- Installation Coordination Meeting
- Create cable labels
- Prepare Submittals
 - Shop Drawings
 - Sample Finishes
 - Detailed Technical Drawings
- Customer to procure all equipment
- Prepare New Site for Installation
 - Rack
 - Grounds
 - Cable Trays
- Pre-Assembly and testing
- Assemble and test the Technical System
- Install Equipment
- Run Cables
- Label all cables and equipment
- Vendor Commissioning
- Deliverable
 - All Equipment Installed
 - Wiring Complete
- This phase is signed off as completed by the client before moving to Commissioning Phase.

Commissioning Phase: This is the system startup phase where the equipment and wiring are tested, operational parameters set and configured to ensure complete functionality. Triton coordinates operational training provided by the equipment manufacturer. The working system is delivered to the client as a fully functional and operating system. This phase includes system acceptance by the customer, as-built engineering drawings delivery, and overall technical system review. Deliverables and activities in this phase include:

- Set equipment parameters
- Preliminary Tests
- Generate Punch List
- Inspect, Test, and Align System
- Up to 16 Hours of system and technical review for the CUSTOMER'S technical staff responsible for the maintenance and troubleshooting of the system is included at no cost. This will be done in two sessions of up to four hours.
- Deliverables
- Final As-Built Engineering Drawings will be provided in both Hard and Soft Copy.















- One set of bound notebooks(s) will be provided to house the hard copy drawings printed on 11"X17" size paper.
- Two USB Drives with electronic copies of:
 1. AutoCAD dwg files of the as-built drawings
 2. Adobe pdf files of the as-built drawings
 3. Microsoft Excel Wire List
- Items delivered to the customer that were included with any new equipment
 1. Operational Manuals (if provided by manufacturer)
 2. Manufacturer CD's containing the software versions and releases installed on the equipment (if applicable)
 3. Equipment accessories/options not needed during the installation
 4. Other technical information that may have been provided
- Project Sign Off from Client

PRICING

The total contract price for this project is \$1,783,163.18, however the bond will only be applied to \$1,603,625.67 of the contract which does not include the cost of the Design Labor, Annual Support Contract, or Bond Cost.

| | |
|--|--------------|
| DESIGN LABOR – Firm Fixed Pricing Per Scope of Work | \$ 76,320.00 |
| ADD ALT DESIGN LABOR - Firm Fixed Pricing to include LED WALL | \$ 15,145.00 |
| ADD ALT DESIGN LABOR - Firm Fixed Pricing to include house lighting and broadcast lighting design | \$ 36,000.00 |

BUDGET ITEMS

| | |
|---|-----------------------|
|  Council Chamber Audio-Visual Presentation System ¹ | \$ 205,976.00 |
|  Council Chamber LED Wall ² | \$ 250,000.00 |
|  Council Chamber PTZ Cameras | \$ 84,071.00 |
|  Council Chamber Voting & Request to Speak System ³ | \$ 104,070.00 |
|  Council ADA Podium | \$ 10,000.00 |
|  Broadcast and Production System | \$ 317,213.00 |
|  Broadcast Lighting System (House lighting fixtures not included) Includes broadcast lighting installation. | \$ 194,445.00 |
|  Installation and Commissioning Labor | \$ 223,375.00 |
|  ADD ALT Installation and Commissioning Labor LED WALL | \$ 30,000.00 |
|  Installation Materials | \$ 36,375.00 |
|  Freight and Shipping | \$ 36,408.77 |
|  Sales Tax and E-Waste | \$ 111,691.89 |
|  Bond – Not applied to Design Labor, or Annual Support | \$ 32,072.51 |
|  Annual Support Contract– Not included in Bond | \$ 20,000.00 |
| TOTAL: | \$1,783,163.18 |

¹This reflects projection with audience monitors no LED Wall






²This reflects the budget for a single LED Wall

³This does not include kiosks for public speakers









PAYMENT TERMS

Payment terms for this project is as follows:



DESIGN LABOR – Labor to be invoiced with payment due in Net 30 days at the following milestones:

-  10% to be invoiced at time of kick off meeting
-  30% to be invoiced when first set of single lines are delivered for review.
-  30% to be invoiced during 2nd set of drawings are delivered for review
-  30% to be invoiced when final set of drawings are delivered for review.
-  10% to be held in retention until design and budget is approved by city and we move into the installation phase.

INSTALATION AND COMMISSIONING LABOR– Labor to be invoiced with payment due in Net 30 days at the following milestones:

-  10% to be invoiced at the end of the 1st week onsite
-  10% to be invoiced at the end of the 2nd week onsite
-  10% to be invoiced at the end of the 3rd week onsite
-  10% to be invoiced at the end of the 4th week onsite
-  10% to be invoiced at the end of the 5th week onsite
-  20% to be invoiced at the end of the 6th week onsite
-  20% to be invoiced at the end of the 7th week onsite
-  10% to be held in retention until as-built documentation has been delivered and training has been completed.

EQUIPMENT AND INSTALLATION MATERIALS – Some manufacturers will require a deposit upon an order being placed and luckily it is only a few. The manufacturers that will require a deposit will be communicated during the design. Typically, it is the production lighting and voting manufacturers that require a deposit. All payments are due in Net 30 days except for the deposit. The payment terms for the equipment and installation materials are:


-  50% Deposit required by manufacturers at time of contract with remaining 50% to be invoiced once shipped to your warehouse or Triton's, whichever occurs first.
-  Equipment manufacturers that do not require a deposit and the installation materials are invoiced once shipped to your warehouse, or Triton's, whichever occurs first with the invoice due in Net 30 days.


BOND – The bond will be invoiced at time of it being issued.


PROJECT ASSUMPTIONS AND EXCLUSIONS

- ▮ All existing equipment is in working order
- ▮ It is the City's responsibility to provide the network security design, and/or Active Directory Authentication to any network devices as part of the system.
- ▮ We will have access to the space for total of eleven consecutive weeks. These weeks need to occur when the rooms are clean and dust free from construction with all infrastructure in place and rooms have been painted and finished.
- ▮ The City's is to provide clear cable pathways utilizing conduit, ladder, or other methods. Triton will collaborate with the client to identify what is required.
- ▮ Triton does not perform any high voltage electrical as we do not have a C10 Contractor's license, nor does Triton install any new conduit pathways for low voltage cabling. This is provided by the client or their electrician.
- ▮ All permits to be provided by owner
- ▮ All acoustic, high voltage electrical, mechanical, and civil engineering is provided by the city.
- ▮ Scaffolding or lifts are not included as it is assumed all aspects of the installation can be completed using 10' ladders.
- ▮ Plenum Cabling is not a requirement of this project.
- ▮ Triton Technology Solutions assumes that City staff including the Production Manager, City Clerk and all other staff who have input on the design will be available to answer questions during all phases of this project.
- ▮ Triton will inform the city if there is any change in the scope of work and will provide a price for the change. The city then can decide to accept or reject the change. If the change is accepted, then the city will need to issue a revised PO or contract.
- ▮ This proposal is valid for 90 days from the date of submittal. Please note that the equipment budgets do not include potential future tariffs that may be put in place by the Federal Government which may affect final pricing and budgets.
- ▮ Delays by the customer, GC, or others, which extend the timeline will affect Triton's cost and Triton will require a change order to cover the additional costs for the additional time required to provide these services over an extended period.
- ▮ It is the city's responsibility to warrant the security of any and all information provided for data and or network security provided for this project. For more information, Triton's Data and Network Security Liability Disclosure is available upon request.
- ▮ The labor quoted is not a condition of equipment being purchased from Triton.
- ▮ BIM (Building Information Modeling) is not included in this proposal.
- ▮ If Triton is a sub-contractor to a higher tiered contractor, payment must be made whether the higher tiered contractor has been paid by their client or not. Triton's payment cannot be withheld if the higher tiered contractors' payment is being withheld for any reason that is not within Triton's scope of work or control.
- ▮ Liquidated damages is not a condition of this contract.

TERMS AND CONDITIONS

 **LIMITATION OF LIABILITY:** Neither party shall be liable for loss of profits or any special, incidental, or consequential damages arising from this agreement, however caused, even if the other part has been advised of the possibility of such potential loss or damage. In no event shall either party's liability for actions arising from or related to the services provided under this agreement exceed the amount of fees payable for such services pursuant to this agreement.

 **TERMINATION:** The City of Lake Elsinore may terminate this Agreement at any time upon written notice to Triton. Triton may terminate this Agreement upon thirty (30) days prior written notice to the City of Lake Elsinore only upon the occurrence of the material breach of any of the terms or conditions of this Agreement by the City of Lake Elsinore including but not limited to any failure to make payment as required herein, and the breach is not cured within thirty (30) days after written notice thereof. In the event of termination of this Agreement as provided herein, City of Lake Elsinore shall remain responsible to pay Triton, in accordance with this Agreement, for any services provided by Triton to the City of Lake Elsinore in accordance with this Agreement through the date of termination, for which full payment has not been made. Subsequent to the date of termination, following notice, Triton shall have no further responsibility to perform any services for the City of Lake Elsinore.

 **CONFIDENTIALITY:** This proposal and all its content and any attached documents are proprietary and confidential and cannot be used for any purpose other than evaluating the proposal. It is not to be shared in whole or in part with anyone outside the City of Lake Elsinore.

WARRANTY STATEMENT

The warranty of systems designed and installed by Triton fall into two included categories:

- I. **System Installation Warranty (Covered by Triton)**
- II. **Equipment Warranty (Covered by the Manufacturer, NOT Triton)**

I. System Installation Warranty: Covered by Triton

The System Installation Warranty covers the INSTALLATION materials needed to connect the equipment within a system and is **covered by Triton**.

Triton warrants all **system installation components and workmanship** to be free from defects for a minimum period of one (1) year from the date of customer final acceptance and sign-off or Substantial Completion¹ whichever comes FIRST. This warranty includes all system installation components such as:

Cable, connectors, nuts, bolts, screws, cable support bars, terminal blocks, tie-raps, strain relief, mounting brackets, input/output panels, custom software, or custom equipment manufactured where no commercial product was available or was unsuitable. It is important to note this warranty covers installation materials of the system and NOT the equipment within the system unless Triton has manufactured the individual component. Triton will warranty any custom designed / built equipment or interfaces created by Triton for a period of (1) year.

Triton will correct or replace any of the above installation components that fail during the one (1) year warranty period at **NO CHARGE** to the customer.

If Triton provides **system design** services to the customer, Triton also warrants that the components selected or recommended, and the system configuration including system performance specifications is operational and appropriate for the intended use as agreed upon by the customer and shown in the single line documentation and equipment lists provided with the system for the same period of one (1) year. Triton will work diligently to ensure the system design meets or exceeds the expectations of the customer. It is the customer's responsibility to fully understand the capabilities and limitations of the system BEFORE signing off on the final single line documentation. Triton will correct any system design configuration that fails to perform to specification or as diagramed after the single lines have been approved. If the system will not function as depicted on the single line diagrams, Triton will provide the engineering services for the re-design and subsequent changes to documentation, and any other design element affected by the change at **NO CHARGE** to the customer. The customer will be responsible for any equipment items needed to make the system functional. Equally important to what is provided by the System Installation Warranty, is what is not covered.

NOT COVERED under the Triton System Installation Warranty:

1. **Manufactured Equipment that fails to operate DURING the installation period.** If during the system installation, a piece of equipment fails to operate properly, Triton will coordinate with the manufacturer or vendor that provided the equipment to have it repaired or replaced as necessary only if the equipment is purchased from Triton.
 1. If the equipment is not purchased from Triton the customer will need to coordinate the repair or replacement of the piece of equipment.

2. If the equipment is not purchased from Triton and this causes a delay of the installation, testing, commissioning or completion of the project, the customer will be charged for the time lost for any Triton employee not able to complete their work during that delay. If other work can be assigned to the employee then there will be no additional charge.

It will be the responsibility of the customer to provide the freight to/from the manufacturer as required by the manufacturer's warranty agreement. Triton will not be liable for missed deadlines or loss of business to the customer for equipment that does not function and is beyond the control of Triton.

2. **Manufactured Equipment fails AFTER system sign-off.** If an equipment item fails after the system is operational and signed-off by the customer. The customer will be responsible for getting the equipment item repaired or replaced according to the manufacturer's warranty. Triton is not responsible for the removal or reinstallation of the item. If the customer is not technically capable of removal/reinstallation of the item, Triton will provide those services at the prevailing rates.
3. **Legacy equipment** provided by the customer as part of a system installation that fails to operate will be the responsibility of the customer to have repaired and function to a level of specification in accordance with system in which it is placed. (i.e., the unit meets broadcast or manufacturers specifications if designed to be used in a broadcast system)
4. **System design modifications** that affect the operational capability of the system after it has been installed, tested, and signed off. If the customer changes the design or re-wires the system and is not in accordance with the single line documents provided, Triton will NOT warranty the portion of the system that was changed or its effect on the remaining portions of the system. NOTE: a change in one area may affect another. If Triton must research and correct the problem that was a result of a customer design change after approval, the customer will be responsible for all charges at the Triton prevailing rates.
5. **Triton will not warrant software and computer configuration changes performed by the customer after system sign-off.** Computer-based equipment is extremely sensitive to configuration changes. When Triton completes an installation that includes software, ONLY those programs and configurations recommended or approved by the manufacturer or software provider should be placed on the computer. **If the customer adds, changes, updates, deletes, or otherwise changes the software or configuration of the computer, Triton will not warrant the computer-based system operation.** It is highly recommended that ANY of the computer-based systems be operated in strict accordance with the manufacturer's recommendations. The customer will be responsible for all expenses to either return the system to its original configuration or find the solution that enables the change to be functional.

6. **System design by consultants** or others is NOT warranted by Triton unless Triton has completed a thorough engineering review. Triton will not knowingly embark on a system design or installation that is known to be flawed or in which the operational performance is questionable.
7. **Equipment modifications.** Modifications to equipment that is not approved by the manufacturer may not be warranted within a system. Generally, those will be limited to the specific item but may have a detrimental effect on other components of the system.
8. **Use of non-standard equipment, connectors, cables, or adapters.** If a customer uses non-standard items within the system that are not part of the Triton installation process, and approved by Triton, Triton will not warrant these items and related systems. It will be the customer's responsibility to ensure the compatibility of such items for their intended use within the system.
9. **Data and Network Security.** Triton Technology Solutions, Inc. shall make all efforts to maintain network and data security during the project. Triton will not guarantee or warrant the security of any information you provide for this project. Triton to be held harmless for any and all claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of classified information, alteration of electronic information, extortion, and network security. Triton is not liable for any breach response costs as well as regulatory fines and penalties nor credit monitoring expenses. Triton's Network Liability Clause is available for more information and detail to how we will make every effort to maintain data security during the project.
10. **Training.** Training is not included in the system warranty; however, it is available at an additional cost if required.

II. The Equipment Warranty: NOT Covered by Triton

The Equipment warranty covers the manufactured equipment items that make up the system such as Cameras, Projectors, Switchers, Editors, Monitors, Distribution Amplifiers, and other manufactured items. The warranties for these items are covered by the **MANUFACTURER** and may vary in length and level of coverage. Under our standard warranty, Triton does not cover these equipment items since they are covered by the manufacturer. Triton **MAY** provide various levels of equipment warranty services for an additional charge.

Definitions:

¹ Substantial Completion is defined as the customer having the first beneficial use of the system as it was intended or designed

ANNUAL SUPPORT CONTRACT PROPOSAL

This Master Service Agreement Proposal is for an all-inclusive support agreement which includes the following:

Triton will come onsite every other month to service your system, and this includes the following:

- Unlimited phone, text, remote login, and/or email support during normal business hours, M-F 8am – 5pm excluding weekends and holidays for system technical problems only. This includes but is not limited to the time to research any potential solutions, work with the manufacturer tech support on behalf of the City or coordinate RMA's.
- Updates of existing Documentation in AutoCAD when changes are made during a service. Documentation will be delivered as both a .dwg and pdf format file.
- Free engineering consulting for the implementation of a new system. This will include a budget for the system.
- During an onsite service we will provide Installation of any replacement equipment and new cabling if required.
- General Maintenance Services, include but not limited to:
 - Cleaning equipment of dust including vacuuming of filters and equipment.
 - Confirm all video and audio levels are set properly and adjust, as necessary.
 - Make any repairs or corrections to the system that the client has notified Triton of. Equipment requiring repair will follow procedures listed below.
 - Calibrate camera settings including color, sync, black & white balance.
 - Monitor system generated emails for system status or potential maintenance needs.
 - Check health of hard drives, SAN, or NAS
 - Check hard drive storage availability.
 - Check microphones, audio mixer and audio system including mixer and potentially DSP settings.
 - Check pan/tilt stops on cameras.
 - Check input/output functionality at I/O or BSP panels.
 - Remove unnecessary video and audio patch cables.
 - Test and calibrate mixer levels and work with client to adjust presets if needed.
 - Update software and firmware for equipment as required and as time allows. This will be done as determined by the Triton Engineer onsite and City Staff.
 - Provide written report of services performed including any recommendations or items that need to be addressed.
 - Coordination or equipment to be sent to authorized repair center.
- Up to 16 hours of custom Crestron and/or Biamp programming
- Provide a 2nd technician at time of scheduled service if a 2nd technician is required. This occurs when troubleshooting needs to occur between two people

needed to be in different rooms and/or when equipment mounted to walls or ceilings require maintenance.

- Provide a technician outside of the regular monthly service or bi-monthly service for emergencies.

Response time to any condition is as follows:

- Once notified of a condition or issue, Triton will provide phone or email technical support within 24 hours of the initial notification, as long as the 24 hours is within normal business hours and does not include weekends or holidays. Once the problem has been identified Triton will help the client over the phone to find a work around or fix it if possible. If no work around or fix is possible, then Triton will schedule an appointment to come onsite within 5 business days.

Any equipment that requires repair, Triton will provide the following service:

- Triton will work with the manufacturer through the trouble shooting and return authorization process.
- Once Triton receives a proposal for the service work (sometimes this information can be given prior to the manufacturer receiving the product and other times they need to physically evaluate the unit) we will provide a proposal to the City with the service charges that include a 10% gross margin. The repair would not be completed until the City authorized it in writing.
- Once the item is repaired and sent back, Triton will reinstall and test it
- Triton will try in good faith to acquire loaner equipment from the manufacturer while the City's equipment is in for repair. If none is available the City has the option to rent equipment which is not included in this contract.

PRICING


The pricing for the Master Service Agreement is as follows:


- \$20,000.00


PAYMENT TERMS


Triton will invoice with payment due in Net 30 days at time of the contract, and then at 3-, 6-, 9- month intervals


ASSUMPTIONS AND EXCLUSIONS


 Rental fees for lifts or other specialty equipment to gain access to, or test equipment are not included and would be billed to the city.

 Triton will require unrestricted access to equipment and/or area(s) during normal business hours on scheduled visits.

 With remote support, Triton will have the ability to remotely login in, however this will be granted by the city on a case-by-case basis at the time of service. Triton will not have "always on" remote access.

 It is the City's responsibility to warrant the security of all information provided for data and or network security provided during this agreement. For more information, Triton's Data and Network Security Liability Disclosure is available upon request.

 Triton warrants the consumables needed for a repair to be free from defects for a minimum period of one (1) year from the date of the service call. Consumables are cables, connectors, solder, rack screws, or other consumables used or required during a service and or repair that is provided by Triton. The labor performed during an onsite visit is warranted for 90 days. Parts like lamps, fuses and batteries or other equipment parts are warranted under their standard manufacturer warranty.

 This agreement does not include any benchwork services. Benchwork services will be provided by the equipment manufacturer, but Triton will coordinate the repair if required.