

**CALL NO. 20.1
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY ELB US, INC.**

The Parties to this Call No. 20-1 (“Call”) agree that this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, “Call Agreement by and between the City of Santa Clara, California and ELB US, Inc.,” dated June 13, 2017, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California (“City”) by ELB US, Inc. (“Contractor”), which are more fully described in Exhibit A attached to this Call as Scope of Services and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on July 1, 2020 and ending on June 30, 2023. The attached exhibit contains a description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed Three Hundred Thousand dollars (\$300,000), subject to budgetary appropriations.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Call. It is the intent of the Parties that this Call shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

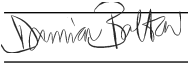
Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

ELB US INC.
a Delaware corporation

Dated: 05/22/2020
By (Signature): 
Name: Damian Bolton
Title: President
Principal Place of Business Address: 415 Boulder Court, Suite 500
Pleasanton, California 94566
Email Address: sales@elbglobal.com
Telephone: (925) 400-6175

“CONTRACTOR”

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EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement include 1) annual service maintenance agreement per proposal attached below and 2) prioritized approved projects which include but are not limited to the example types of projects described as AV services listed below. Per this Call Order, the total not to exceed amount of all executed work during this term of service under this Call Order will not exceed \$300,000.

1	Service contract renewal	\$ 147,000
	\$49,000 annually for term July 1, 2020 thru June 30, 2023	
2	Prioritized Approved AV Projects	\$153,000
	Council Chambers AV upgrade – Council Chambers installation of Zoom Integration package: a system that provides an integration for audio conferencing, wireless screen sharing and video conferencing that will remediate the lag issue currently experienced during meetings. Includes Zoom Room installation - install Creston VC system Kit for Zoom Integration package	
	EOC AV upgrade – Upgrading and improving AV equipment in the EOC while expanding their collaboration abilities and maximizing visibility to relevant data during critical event activities. Includes: Install 86" Touchscreen on a wall lift at the front of the room and swap out existing four displays on the right and left side of the room on the cement pillars with new 40" displays.	
	Water & Sewer mobile display – Installation of a mobile monitor / display system in Water Department Corporation Yard to enable intradepartmental communication and allowing for more effective trainings. Includes: install 82" display; Brightsign player; adjustable mobile stand.	
3	Citywide Conference Room AV Upgrades	
	The Call Order reserves contingency Funds for AV upgrades in conference rooms. AV Upgrades in support of priority initiatives for AV enhancements that are identified over the term of the Call Order.	
		\$300,000

City of Santa Clara - Audiovisual Services

Support and Maintenance Contract Audiovisual Services

Appendix A – Scope of Services

FACILITIES

This agreement shall cover:

- Council Chambers
- Central Park Library – Edinger, Redwood & conference room

Any support and maintenance services provided in other facilities shall be billed on a time and material basis (\$110/hour with a four-hour minimum, and anything in excess of four hours at \$120/hour)

PRICING

The pricing and services defined below and in accordance with this Agreement shall be \$49,000 per year for the term of this agreement - ending June 30, 2023.

APPENDIX B – SERVICE DETAILS

Type	Allotment	Description
Preventive	Four (4) Visits per each facility noted under Appendix A	<p>Services include:</p> <ul style="list-style-type: none"> • Dusting • Cleaning equipment • Check all visible connections for damage. Clean and/or replace damaged connectors. • Listen to all speakers to check for clarity and functionality • Check all touch panels and remote controls to ensure proper functionality • Check all Microphones for proper functionality
Standard Support	Until service hours are used in full (80 hours) or for one year, whichever occurs first	<p>On-site support with a 24-48 hours response time. Services include:</p> <ul style="list-style-type: none"> • Standard repair/replace of damaged connections (where applicable) • System break/fix assessment • Malfunctioning equipment removal and RMA to manufacturer for repair • Reinstall and retest returned equipment
Emergency Support	Until service hours are used in full (30 hours) or for one year, whichever occurs first	<p>On-site support with a 4-hour response time for the Council Chambers or library. ELB will have a tech on standby for the first two hours of all Council Chambers meetings; a calendar notice of all scheduled council meetings must be sent to ELB in advance.</p>
Help Desk	Unlimited	<p>Help Desk Support at (888) 506-7275 8:00am - 5:00pm Pacific Time support@elbglobal.com</p>

MAINTENANCE SERVICES

In order for ELB to provide the City the Maintenance Services defined in Appendix A, the City agrees to provide ELB uninterrupted access, during business hours, to the Room(s) to perform the Maintenance Services on a mutually agreed to date within 30 days of notice from ELB.

TECHNICAL SUPPORT

ACCESS TO TELEPHONE TECHNICAL SUPPORT

Unlimited helpdesk support will be offered during normal business hours of 8:00 A.M. to 5:00 P.M., Pacific Standard Time, Monday through Friday (except ELB holidays). ELB will make a member of its technical support staff available by telephone to City System Administrator(s) to assist City in the standard business use of the Room System. City System Administrator(s) will be responsible for the daily maintenance of the Room(s) per the Documentation and will provide the first line technical support of the Product to City users.

Telephone Technical Support includes phone bases assistance relating to any Fixes and Workarounds as well as minor modifications to existing configurations by which a telephone representative can describe either verbally or through e-mail communication the modification that needs to be made.

Service Phone #: 888-506-7275

Service Email Queue: service@elbglobal.com

ACCESS TO STANDARD ON-SITE REMOTE ACCESS SUPPORT

All support that requires an ELB Technician to directly access firmware, code configuration and/or for any Services that require a Technician to be sent on-site to the customer will be accrued in accordance with the Support and Maintenance level defined in Appendix B. Standard On-Site and Remote access Support will have a Response time of 48 hours from the initial contact with the City and only related to the support incident described by the City. It is understood that resolution of the Support Incident may not happen within 48 hours and, from time to time, will require ELB to Order new Equipment, process RMA's and/or go on-site multiple times. The City will need to pay for any freight charges incurred when shipping warranty product to/from the manufacturer. The service tech will purchase any necessary cable or miscellaneous parts for the service call and the costs will be deducted from the balance of service hours left on the contract. Receipts can be provided upon request. OFE will not be covered within this contract.

At all times, the City are obligated to provide the on-site technician access to the Room(s) to provide said support services. Any additional, equipment, code configuration changes or other materials that are required to complete the Support Request will be billed to the City in accordance with this Agreement.

Any Support services performed in excess of the Yearly Allotment are billed on an hourly basis of \$110/per hour (or the then current published rate), with a four-hour minimum. Anything in excess of four hours will be billed at \$120 per hour. If applicable, the City are also responsible for any reasonable travel and living expenses associated with on-site Services, and this will be pulled from the service hours. The hourly rate is measured from the time assistance is provided or arrival on-site whichever the case may be. Each additional hour or fraction thereof will be charged in thirty-minute increments.