

IMMEDIATE NEED REQUEST

2015 - 2016

Approved in Cabinet
5/3/16
Bui
MT. SAC!
Mt. San Antonio College

Requested by: William Eastham		Technical Services										
Location	(Fill-in)	Reviewed By (Signature):										
Department or Unit:	Presentation Services											
Division:	Technical Services											
Vice President:	Administrative Services											
Budget Request(s) (List in Priority Order)		Justification for Request(s)										
1. Renew software support agreement for Bosch Video Management System in the Child Development Center	<p>An "Immediate Need" is a shortfall in funding that, unless funded immediately, could cause a program to cease to function.</p> <p>The Bosch video observation system is one of the major instructional elements in the Child Development Center. This system, consisting of 41 cameras and a number of observation control systems, allows early childhood development students and faculty to discreetly observe the interaction between students and the children in the center without influencing the interaction with their presence. The system has been carefully engineered to guarantee the privacy of the children under observation while permitting our students to gain needed insight into their interactions with the children. The system was commissioned on November 27, 2013 by HCI Systems as part of the building start up. The system included a one year software support agreement that terminated on November 27, 2014. Due to many issues that developed during the support period, the District elected to end the relationship with HCI at the end of the support period. In order to extend the support agreement, the District then had to locate a new certified installation company to provide support. Locating a distributor that could work within our support parameters has taken a very long time. While this search was going on, our software was not receiving much needed operational and security updates. We have finally located a suitable vendor and received a quote for updating the software on the server and the observation stations. This update will require purchasing software support retroactively to November 27, 2014, which is reflected in the price. There is a critical need to update the security and operational functions of the software which will require several days of down time, in order to accomplish this with minimum impact on instruction, we need to have these services provided before the summer sessions start. This update will provide support for our system through November 27, 2017. Prior to the next expiration of support, Technical Services will work with Instruction and Administrative Services to secure on-going funding for software support.</p>		<table border="1"> <thead> <tr> <th colspan="2">Funds Requested **</th> <th>Funding</th> </tr> <tr> <th>Amount</th> <th>One-time</th> <th>Ongoing</th> </tr> </thead> <tbody> <tr> <td>\$12,606</td> <td>X</td> <td></td> </tr> </tbody> </table>	Funds Requested **		Funding	Amount	One-time	Ongoing	\$12,606	X	
Funds Requested **		Funding										
Amount	One-time	Ongoing										
\$12,606	X											
Account Number(s):	11000-672000-584000-613000		\$12,606									

** Please provide documentation to support the amount requested, such as price quotes from vendor, copy of catalog, etc.
Also, include any ancillary costs, such as maintenance, annual software upgrades, etc.



PROPOSAL #GB15-052v4

Mt. SAC
Bosch Video Management
Licensing

CA State Lic No 00665844

Dated: 4/18/16

Proposal Submitted to:

William Eastham
WEastham@MtSAC.edu

Project Location: Mt. SAC campus

Submitted by:

Georgia Bevente
Critical Communications Consultant
(951) 784-7270
(909) 208-9206
gbevente@thompsonsone.com

SCOPE OF WORK:

The licensing and support included within the scope of this proposal and any contract resulting from the acceptance of this proposal, are limited to the following items:

SUMMARY:

This proposal is for a licensing agreement on the Bosch BVMS in the Mt. SAC Child Development Center. Acceptance of this proposal in its entirety will bring the system license current (expired 11-27-15) and extend the agreement.

11-27-15 Bring System Current

QTY.	MANUFACTURER	MODEL	DESCRIPTION
1	Bosch	F.01U.201.035	MBV-MPRO - Maintenance BVMS - Professional Edition
66	Bosch	F.01U.201.036	MBV-MCHAN - Bosch VMS Channel Exp SMA 1 year
14	Bosch	F.01U.201.037	MVB-MWST - Bosch VMS Workstation Exp SMA Ext 1 year
8	Thompson	LABOR	Test/Troubleshoot

PRICE:	\$4,490.56
SALES TAX:	\$289.84
TOTAL PRICE:	\$4,780.40

Licensing until 11-27-16

QTY.	MANUFACTURER	MODEL	DESCRIPTION
1	Bosch	F.01U.201.035	MBV-MPRO - Maintenance BVMS - Professional Edition
33	Bosch	F.01U.201.036	MBV-MCHAN - Bosch VMS Channel Exp SMA 1 year
7	Bosch	F.01U.201.037	MVB-MWST - Bosch VMS Workstation Exp SMA Ext 1 year



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Mt. SAC

Bosch Video Management
Licensing

1	Bosch	F.01U.201.035	MBV-MPRO - Maintenance BVMS - Professional Edition
33	Bosch	F.01U.201.036	MBV-MCHAN - Bosch VMS Channel Exp SMA 1 year
7	Bosch	F.01U.201.037	MVB-MWST - Bosch VMS Workstation Exp SMA Ext 1 year
8	Thompson	LABOR	Test/Troubleshoot

PRICE:	\$8,113.53
SALES TAX:	\$579.67
TOTAL PRICE:	\$8,693.20

Licensing until 11-27-17

QTY.	MANUFACTURER	DESCRIPTION	DESCRIPTION
1	Bosch	F.01U.201.035	MBV-MPRO - Maintenance BVMS - Professional Edition
33	Bosch	F.01U.201.036	MBV-MCHAN - Bosch VMS Channel Exp SMA 1 year
7	Bosch	F.01U.201.037	MVB-MWST - Bosch VMS Workstation Exp SMA Ext 1 year
1	Bosch	F.01U.201.035	MBV-MPRO - Maintenance BVMS - Professional Edition
33	Bosch	F.01U.201.036	MBV-MCHAN - Bosch VMS Channel Exp SMA 1 year
7	Bosch	F.01U.201.037	MVB-MWST - Bosch VMS Workstation Exp SMA Ext 1 year
1	Bosch	F.01U.201.035	MBV-MPRO - Maintenance BVMS - Professional Edition
33	Bosch	F.01U.201.036	MBV-MCHAN - Bosch VMS Channel Exp SMA 1 year
7	Bosch	F.01U.201.037	MVB-MWST - Bosch VMS Workstation Exp SMA Ext 1 year
8	Thompson	LABOR	Test/Troubleshoot

PRICE:	\$11,736.49
SALES TAX:	\$869.51
TOTAL PRICE:	\$12,606.00



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Mt. SAC
Bosch Video Management
Licensing

ADDITIONAL NOTES:

1. Installed as specified to AC power cable and outlets, $\frac{3}{4}$ " plywood backboards, terminal cabinets, standard electrical back boxes, conduit systems, and sleeves provided and installed by others as specified by P A Thompson Engineering Company, Inc.
2. This price does not include cable support hooks (J-Hooks) unless specifically stated below.
3. Price includes any required Fire-stopping applications, materials, devices, caulking, or sleeves.
4. Price excludes any demolition, patching, or repair unless otherwise noted.
5. If any cabling is to be run open in the attic space, this proposal assumes that we will have unrestricted access to the attic space. If the ceiling tile and/or ceiling tile grid are installed before the associated conduit systems and sleeves are completed and before we are directed to proceed with the installation of the cabling, there will be an additional charge to cover our increased labor costs.
6. Rauland Borg manufactured products carry a five-year limited warranty from the manufacturer. A copy of this manufacturer's written warranty will be provided upon request.
7. Price excludes any and all permit fees.
8. Quoted price does include Sales Tax.
9. If payment is made by credit card, a fee of 3% of the quoted price will be charged.
10. Thompson Engineering is not responsible for any undisclosed and/or non-compliant code issues that may be discovered during the installation of this proposal.
11. Quoted price does not include Performance and Payment Bond: add 1.7% to the quoted price if Performance and Payment Bond is required.
12. Thompson Engineering does not routinely provide a CG20101185 insurance endorsement. If one is required there will be an additional charge of \$1,000.00.
13. Thompson Engineering maintains general liability insurance with a \$2M general aggregate limit. If additional coverage is required for this project, there will be an additional cost.
14. If Thompson Engineering is required to provide Professional Liability insurance for this project, there will be an additional cost.
15. This proposal does not anticipate that an Owner Controlled Insurance Program will be in effect for this project. If an OCIP is in place or is put in place for the job, there will be an additional cost to cover the administrative costs which Thompson Engineering will incur for the OCIP enrollment, reporting, and record keeping.
16. The price quoted in this Bid/Proposal anticipates that acceptance by the customer will create a new contract between the customer and Thompson Engineering. Should the customer wish to have this work performed as a change order to an existing contract with Thompson Engineering, there will be an additional charge to cover the increased administrative costs which will be incurred by Thompson Engineering; in that event the customer should contact Thompson Engineering for a revised cost proposal.
17. Quoted price includes (1) set of as-built plans and O&M manuals.
18. Work is to be performed during Day shift hours.
19. SIP trunking to existing phone system will be required and not included in this proposal.
20. New electrical circuit may be needed and not included in this price.
21. Rauland Borg manufactured products carry a five-year limited warranty from the manufacturer. A copy of this manufacturer's written warranty will be provided upon request.



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Mt. SAC
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CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OF OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING THE CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD
P.O. BOX 26000 SACRAMENTO, CALIFORNIA 95826

P A Thompson Engineering Company, Inc., Hereby Proposes to furnish the above specified equipment and materials with listed terms and conditions for the sum. This proposal shall be deemed withdrawn thirty (30) days after the date first specified on page 1, unless a duly authorized signed acceptance is delivered and actually received by P A Thompson Engineering Company, Inc., prior to the expiration of said thirty (30) day period.

P A THOMPSON ENGINEERING COMPANY, INC.

By: 
Georgia Bevente
Critical Communications Consultant

By: _____
Michael McVeigh
Project Manager

By: _____
Nate August
Sales Manager

ACCEPTANCE OF PROPOSAL
(BEFORE THIS PROPOSAL CAN BE CONSIDERED ACCEPTED,
ALL PAGES MUST BE FAXED OR MAILED BACK TO THOMPSON ENGINEERING)

The above price and scope of work are hereby accepted. In accepting this proposal, the undersigned acknowledges and agrees that the terms and conditions set forth in this proposal are part of the terms hereof and the contract resulting from acceptance of this proposal.

Date of Acceptance: _____

Signature of Authorized Representative



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Additional Terms and Conditions

1. **PAYMENT OBLIGATIONS** - Payment shall be made to P A Thompson Engineering Company, Inc. ("PATECO"), on a monthly basis. Each monthly payment shall be equal to 90% of the value of the work in place on the last day of the calendar month covered by the billing from PATECO. Monthly progress payments shall be made to PATECO within 30 days after the date of its billing for the progress payment in question. Final payment, including all withheld retention, shall be paid to PATECO on the earlier of (a) the date a corresponding final payment is paid by the owner or general contractor to the party accepting this proposal, or (b) the date of commissioning or activation of any equipment supplied or installed by PATECO sufficient to obtain a certificate of occupancy for the building or buildings in question.
2. **REMEDIES FOR BREACH** - In the event of breach of this agreement, the non-defaulting party shall be entitled to the following remedies, which are in addition to any other remedy to which it may be entitled, in law or in equity that is not inconsistent with the remedies set forth herein:
 - a. **Breach of Payment Obligation** - In the event PATECO is not paid in accordance with the provisions of this agreement, PATECO shall have the right to cease work on the project in question and to withhold delivery of all materials until such time as the payments due under the terms of this agreement are made current. In the event final payment is due on the date of commissioning or activation of any equipment supplied or installed by PATECO, PATECO shall be entitled to demand reasonable assurances from the party accepting this proposal that payment shall be made on the date of such commissioning or activation. Any past due balance owed to PATECO shall accrue interest at the rate of 10% per annum, until paid.
 - b. **Breach of Performance Obligation** - In the event the party accepting this proposal believes PATECO has breached its obligations under the terms of this agreement, it shall give written notice to PATECO of the alleged breach by PATECO and demand PATECO cure the same within ten (10) days after its receipt of such notice. Said notice shall be sent via facsimile transmission or via U.S. certified mail, return receipt requested, to the address or phone number set forth for PATECO in this agreement. In the event the party accepting this agreement does not give notice of an alleged breach within fifteen (15) days of the date said party knew or should have known of the facts and circumstances giving rise to such claim of breach by PATECO, any claim against PATECO resulting from such facts or circumstances shall be deemed waived.
 - c. **Cancellation Fee** - In the event construction of the project identified on the first page of this agreement is canceled, the party accepting this proposal shall be liable for all costs incurred by PATECO in reliance upon acceptance of this proposal, including but not limited to all restocking fees assessed to PATECO by third parties, plus PATECO's anticipated profits pro-rated to the proportion of work completed under this agreement as of the date of cancellation.
 - d. **Attorneys' Fees** - In the event of any litigation or arbitration between the parties to this agreement, the successful or prevailing party shall be entitled to an award of reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
3. **WARRANTIES AND LIMITATIONS** - PATECO warrants that the materials and equipment supplied by it are new, unless otherwise stated herein, and are installed in a good and workmanlike manner. Except as is otherwise expressly stated herein, PATECO does not make any warranty, express or implied, concerning the work, labor, equipment or materials provided by it under the terms of this agreement, and expressly disclaims any warranty of merchantability or fitness for any particular use. Furthermore, once PATECO has provided all or any portion of the work, labor and/or materials required under this proposal/agreement, the risk of loss, damage and/or theft of such work, labor and/or materials transfers to the party accepting this proposal/agreement as of the date such work, labor and/or materials is put in place or otherwise stored on the project site. Any action for breach of warranty must be filed in a court of competent jurisdiction within one (1) year of the date of completion of PATECO's work under this agreement.
4. **SCHEDULING** - The work required of PATECO under this agreement shall be performed in accordance with the terms of a written schedule mutually acceptable to the parties hereto, which acceptance shall be manifest by countersigning copies of said written schedule. In the absence of a mutually agreed upon written schedule, PATECO shall perform its obligations within a reasonable time using a standard size crew working regular work hours. Once it commences work, PATECO shall be provided access to the project such as will permit it to complete its work, without interruption, delay or re-mobilization. Under no circumstances shall PATECO be responsible for delay damages or other losses or consequential damages resulting from delay on its part.
5. **INDEMNIFICATION** - The party accepting this proposal shall indemnify, defend, and hold PATECO, and its officers, directors and employees, harmless from and against any and all claims, demands, liabilities and losses, of every nature whatsoever, arising out of or relating to the project identified in this agreement and/or the work of PATECO thereon, except insofar as such claim, demand, liability or loss is attributable to the sole negligence of, or breach of this agreement by, PATECO.
6. **INTEGRATED AGREEMENT** - This proposal, if accepted, shall be the final written expression of the agreement between the parties concerning all work, labor, equipment and/or materials to be supplied by PATECO to the project in question. This agreement can only be modified by a subsequent written agreement signed by both parties. PATECO shall be under no obligation to provide any work, labor, equipment or materials beyond that described herein, unless the same is pursuant to a written agreement between the parties concerning such work.