

## **EXHIBIT A**

### **SCOPE OF SERVICES/PAYMENT PROVISIONS**

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#### **County of Monterey and SolutionZ, Incorporated**

This Exhibit A shall be incorporated by reference as part of Agreement attached hereto governing work to be performed under the attached referenced Agreement, the nature of the working relationship between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “County”) and **SolutionZ, Incorporated** (hereinafter referred to as CONTRACTOR) and specific obligations of the CONTRACTOR.

#### **I. Summary of Scope**

The County has audio visual equipment that requires recurring preventative maintenance and support to include optimization requiring CONTRACTOR to perform these services on site. CONTRACTOR shall provide recurring on site preventative maintenance, remote support, and on-site support, and warranty extension for all hardware listed in Exhibit B. In addition, CONTRACTOR will provide professional services not covered in the standard maintenance, support, and warranty extension on an “as-requested” and “as-approved” by County basis.

#### **II. Location of Preventative Maintenance and Recertification Services**

##### **168 West Alisal Street, Salinas, CA 93901**

- Board Chambers
- Monterey Room
- Production Room to include All Audio-Visual Equipment on the racks
- Sea Cave Room
- Portable Production/Broadcasting System

##### **1590 Moffett Street, Salinas, CA 93905**

- Broadcasting and Head End including Cable Cast License Renewal

#### **III. Description of Services**

The service categories are as follows:

##### **A. Preventative On-Site Audio-Visual Equipment Preventative Maintenance (PM)**

- i. Quarterly Preventative Maintenance (PM) referred to as Recertification on County Premise: During the on-site quarterly equipment PM, CONTRACTOR will:
  - a. Provide four (4) recertification preventative maintenance visits a year that will be scheduled with the designated County site contact.
  - b. Test all audio-visual equipment referenced in Exhibit B end to end.
  - c. Seek feedback from the site contact on noticeable issues and troubleshoot.
  - d. If equipment needs to be repaired or replaced, CONTRACTOR will handle the removal, shipment of the equipment for repair or replacement. This will include the provision of refurbished factory replacement/spare parts directly from the manufacturer, from CONTRACTOR’s own equipment inventory, or directly from

third parties to expedite the replacement. All equipment replaced under this agreement will be included in the recurring preventative maintenance and support at no additional recurring fees and will be under warranty and replacement during the course of this agreement and will not need to be recertified. The terms and conditions of troubleshooting, preventative maintenance, and replacement will be applied to all equipment covered and/or replaced.

- e. During the coverage period the repair or replacement will be made without charge for materials or additional labor costs.
- f. Facilitate all returns with the manufacturer.
- g. Perform programming updates such as firmware updates, application upgrades, and security patching.
- h. Respond to all questions regarding the system and user functionality and provide training as requested by County maximum of one time/year.
- i. Provide full equipment coverage end to end to include the software.
- j. During the first-year preventative maintenance support term, provide two (2) meeting support visits that will require attendance for up to eight (8) hours in a single session public meeting.
- k. CONTRACTOR Technician will provide reports after the recurring recertification and PM visits. Should defects or failures be identified during a recertification, an attempt will be made to resolve the issue while onsite; pre-scheduled time permitting. If time does not allow, recertification of additional spaces will be the priority and subsequent visit(s) shall be scheduled to address newly found issues.

## **B. Technical Support and Help Desk**

- a. CONTRACTOR Support Team is available 24x7 for telephone assistance (888-815-0322). During times of high call volume, the COUNTY may be asked to leave a voicemail with a 30min response time. CONTRACTOR Support Team will be available for email assistance at support@solutionzinc.com during the hours of 8 a.m. to 8 p.m. EST.
- b. CONTRACTOR Support Coordination team will determine entitlement and assigning tickets to the best Help Desk Technician available. (skill set, time zone, familiarity with your systems, etc). Once assigned, CONTRACTOR Help Desk Technician will troubleshoot remotely to determine root cause, and/or identify the defective part. Should remote troubleshooting fail to resolve your issue, the Help Desk will work with CONTRACTOR local Support Coordinator to get the appropriate Field Technician dispatched to site to assist the Help Desk Technician resolve the issue.
- c. CONTRACTOR will utilize advanced replacement options for failed part replacement, subject to replacement part availability.
- d. If prior to 1:00PM local time, the Helpdesk Technician determines it is necessary, CONTRACTOR shall ship spare parts via next business day. On-site customer representatives must be made available to assist the Help Desk personnel to troubleshoot reported problems.
- e. If outside the continental 48 United States, parts will be shipped for delivery within four business days. CONTRACTOR is not responsible for delays due to customs or import procedures, however, will make best effort to ensure that replacement orders are made expeditiously.
- f. Display monitors will ship by freight carrier to COUNTY location to reduce likelihood of damage during shipping.

- g. CONTRACTOR is not responsible for any failure to satisfy its service commitment as a result a carrier to deliver parts by the committed time, whether due to acts of God, or other causes outside the reasonable control of CONTRACTOR.
- h. The COUNTY, at CONTRACTOR's expense and direction, must return all failed parts to CONTRACTOR within ten (10) business days following the receipt of the applicable replacement. Replaced parts returned to CONTRACTOR become the property of CONTRACTOR. CONTRACTOR may invoice County for any materials not returned.

### **C. Unlimited On-Site Support**

- a. If the Help Desk remote troubleshooting does not resolve the problem, the CONTRACTOR Help Desk will dispatch a Field Technician for continued troubleshooting or replacement of suspected failed parts.
- b. On-site support will be provided with a two (2) business day response from a dedicated national Field Technician/s and a dedicated Customer Success Manager as needed and requested by COUNTY to ensure issues are resolved.
- c. If on-site replacement does not resolve the trouble issue, CONTRACTOR will remain on-site at no additional charge to further resolve the problem and as parts availability permits. If CONTRACTOR determines that product failure is not the root cause, CONTRACTOR Field Technician shall, if requested by COUNTY, stay on-site to assist other vendors, network carriers or in-house wiring personnel at Time and Materials ("T&M") rates.

### **D. Exclusions to Standard Recertification, Equipment Warranty Extension, and Preventative Maintenance Services**

- a. Furniture, trim and related parts; Replacement of obsolete or End-of-Service Life equipment: Out-of-date equipment will be replaced with comparable technology; excluding dependent system parts.
- b. Programming changes, directly related to the replacement of the obsolete equipment, will be limited to a maximum of five (5) hours. Additional programming will be charged at the current Time & Material rates; Control system or other software programming changes that would be considered preferential versus original functionality.
- c. Control system programming modifications to code provided outside of CONTRACTOR. DLP/LCD/LED sealed light engines; LED diodes not in compliance with manufacturers recommended usage.
- d. Electrical work external to the Products and/or in house cabling; Repair of damage to or defects in the Products resulting from causes external to the Products, and outside the reasonable control of CONTRACTOR, including but not limited to fire, accident, neglect by a party other than CONTRACTOR, misuse, vandalism, water, lightning, "burn- in/retention" on display screens, preexisting equipment or failure of the installation site to conform to CONTRACTOR' applicable specifications; or resulting from any use of the Products for other than intended purposes; or resulting from the performance of maintenance or the attempted repair of a Product by a party other than CONTRACTOR.
- e. Disposable supplies, consumable or accessories, such as, but not limited to, projector bulbs, batteries or any other part considered to be 'worn out' due to normal use and is considered end of useful life, etc. Services in connection with the relocation of the Products, or the addition or removal of items of equipment or parts, attachments, features, or other devices not furnished by CONTRACTOR, or the maintenance of alterations, attachments or other devices not furnished by CONTRACTOR; Damage, defects or service interruptions caused by Customer-provided networks or links; Damage, defects, or service interruptions

attributable to failures or deficiencies of performance by previous audio/video integration contractors and network carrier services.

#### IV. Professional Services

For professional services not covered under the recurring preventative maintenance and recertification, County will submit a written request to the CONTRACTOR and upon approval by County, a purchase order will be issued for services to commence. Examples of services will include:

- Adding additional equipment
- Upgrading equipment
- Expanding the audio-visual systems
- Installing new equipment at county sites

#### V. Payment Provisions

Term	Recurring Rate
June 10, 2025 – June 30, 2026	Year 1 is covered under system warranty
June 10, 2026 – June 30, 2027	74,375.00
June 10, 2027 – June 30, 2028	74,375.00
June 10, 2028 – June 30, 2029	74,375.00
June 10, 2029 – June 30, 2030	74,375.00
Reserve for services not covered under the recurring preventative maintenance/support and recertification.	300,000.00
<b>Total Agreement Amount 597,500.00</b>	

A. The schedule of rates will be as follows for the services described above:

Audio Visual Integration Services		
Design & Engineering	Hourly	\$ 171.00
Drafting	Hourly	\$ 158.00
Fabrication	Hourly	\$ 139.00
Programming (Control & DSP)	Hourly	\$ 139.00
Installation Services	Hourly	\$ 108.00
Project Management	Hourly	\$ 139.00
Field Engineering	Hourly	\$ 139.00

Time & Material Service Calls		
Standard Service (4 Hour Minimum)	Hourly	\$ 175.00
Mon-Fri, 8am -5pm PST		
Emergency Service (4 Hour Minimum)	Hourly	\$ 250.00
Mon-Fri, four-hour response time		

Overtime (4 Hour Minimum)	Hourly	\$ 262.50
Mon-Fri, before 8am and after 5pm PST		
Weekends/Emergency Service Overtime (4 Hour Minimum)	Hourly	\$ 375.00
Sat, Sun, Holidays, after-hours, four-hour response time		

B. The payment conditions as specified in Section 6 of the Body of this Agreement shall apply. If for any reason this Agreement is cancelled, County's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

C. Travel charges will not be included in this Agreement.

D. Invoices shall be sent to:

Monterey County Information Technology  
1590 Moffett Street  
Salinas, CA 93905  
Attn: Accounts Payable

Or by Email: [193fiscaladministration@co.monterey.ca.us](mailto:193fiscaladministration@co.monterey.ca.us)

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