

Meeting Date: 6/21/2016

Report Type: Consent

Report ID: 2016-00635

Title: Contract: Video Wall Display Monitor System

Location: Citywide

Recommendation: Pass a Motion: 1) awarding a contract to DSI Video Systems, LLC for the purchase of an NEC Video Wall Display System in an amount not to exceed \$191,212; and 2) authorizing the City Manager or his designee to execute the contract for this system.

Contact: Steve Winton, Police Lieutenant, Office of Emergency Services, (916) 808-1833;
Brian Dabel, Information Technology Manager, Public Safety Information Technology Section,
(916) 808-0405, Police Department

Presenter: None

Department: Police

Division: OES/HS

Dept ID: 11001411

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form

Michael Fry

6/9/2016 10:20:22 AM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 5/31/2016 12:02:51 PM

Description/Analysis

Issue Detail: The Sacramento Police Department (SPD) is working collaboratively with the Sacramento Regional Transit District (RT) to create a Real Time Crime Center (RTCC) in the 300 Richards Boulevard facility. A key component of this project is the purchase of a video wall display system. The RTCC allows for the centralization of data from various sources, all of which can be displayed on a video wall system. The RTCC will utilize live and recorded camera feeds, crime patterns and activity, intelligence data, social media, and maps to share pertinent information with field officers and detectives during developing situations. In addition, information from the RTCC will be used to assist on emerging critical incidents, as well as large planned and unplanned events. Timely information from the various data sources will allow for improved decision making, more efficient and effective investigative follow up, and crime prevention.

Policy Considerations: The recommendations in this report are in accordance with Sacramento City Code 3.56, Purchasing of Supplies and Services.

Economic Impacts: None

Environmental Considerations: Not applicable

California Environmental Quality Act (CEQA): No environmental review is necessary as the recommendations in this report involve the purchase of supplies and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: The RTCC will provide the SPD with cutting edge technology that will assist the SPD in its goal of “making Sacramento the safest big city in California.” The SPD’s efforts to solve crimes and protect property and life will be enhanced by consolidating multiple data sources into one location with dedicated staffing for analysis and dissemination to officers in the field. The SPD is collaborating with the Department of Transportation, Department of Utilities, Regional Transit, Amtrak, and the Golden 1 Center on this project.

The video wall component of the RTCC will allow the SPD to visually assess and integrate a variety of criminal information data sources and camera feeds, while viewing a number of locations throughout the City at the same time. By using all the available resources within the RTCC, one officer will be able to access, research, and analyze information that the SPD currently requires several staff members at different locations

within the Department to process. RTCC officers will be able to provide field and investigative personnel with real time information on priority calls for service, emerging critical incidents, and planned events.

The RTCC will become the hub for monitoring and managing large City sponsored or privately sponsored events. The RTCC, with its integrated video wall system, is the next step in the evolution of the SPD's preparation and response to localized crime and to ensure the public's safety.

Four companies submitted bids in response to BID #B16111081031 for the NEC video wall display system. DSI Video Systems is the lowest responsive and responsible bidder as summarized below:

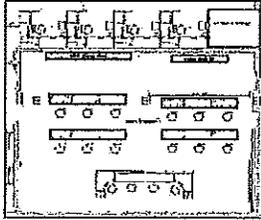
Contractor	Bid Amount
DSI Video Systems	\$191,211.62*
Spinitar	\$225,637.53**
Ad Art	\$240,569.00**
Inter Pacific	Bid received late

* Item 02 in Group 2 of the bid pricing schedule will not be awarded as item description was incorrect.

**Bid totals have been adjusted for mathematical errors.

Financial Considerations: The video wall display system will be funded with a combination of previously appropriated federal Justice Assistance Grant (JAG) funds (Resolution 2013-0249) and external funding contributed by the Sacramento Regional Transit District (City Agreement 2011-0733). No General Funds will be used for the purchase.

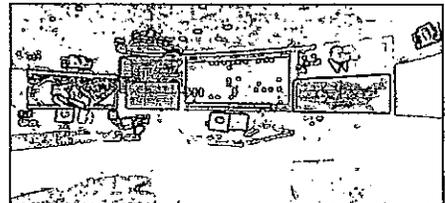
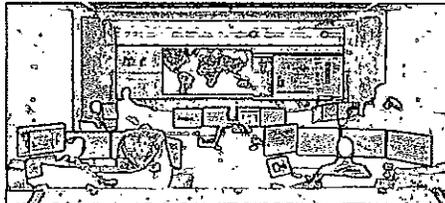
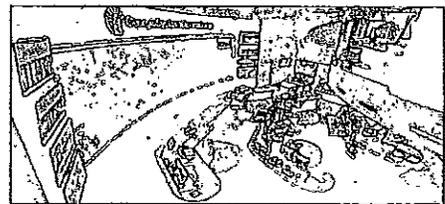
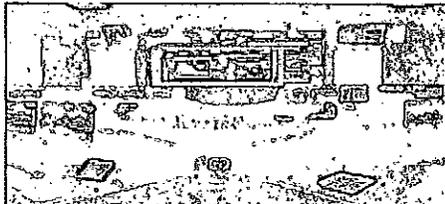
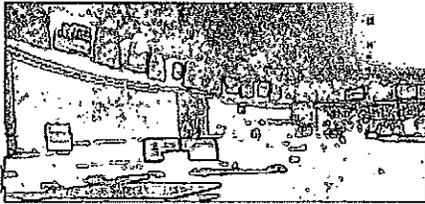
Local Business Enterprise (LBE): Not applicable as Federal funding is the primary funding source for this purchase.



City of
SACRAMENTO



City of Sacramento
NEC Video Wall Display System
IFB# B16111081031



Prepared For:

City of
SACRAMENTO

Chris Slay
Program Analyst
(T): 916-808-6344
(E): clsly@sacpd.org

Brian Dabel
IT

(T): 916-808-0405

Prepared By:

ti TECHNICAL
INNOVATION
A Diversified Company

Maz Zaeefjou, PMP
Sr. Project Development Manager
(T): 281-830-1010
(E): maz@technical-innovation.com



6120 West by Northwest Blvd. | Suite #160 | Houston, TX 77040 | Tel: 281-830-1010

IFB# B16111081031

CITY OF SACRAMENTO, POLICE DEPARTMENT
Chris Slay / Brian Dabel
915 I STREET
SACRAMENTO CA 95814-2613

Dear Chris/Brian,

Thank you for allowing the **Critical Space Solutions division of Technical Innovation, A Diversified Company** to provide a Quote on this project. Since TICSS/Diversified has already been selected to design and integrate the proposed solution, we have detailed understanding of the requirements and wanted to use this opportunity to provide the City with the most competitive price for the specified equipment. The additional

Addendum Acknowledgment

- **This is to acknowledge that we have received addendum 1 and used the updated Bill of Material (BOM) to complete our pricing. A signed copy of the addendum 1 is included as part of this package.**
- **On addendum one, in addition to changing the part# for Item#12 the quantity of licenses also have been modified (Item# 11 and 12 for the 4x2 Wall and Item#9 for 2x2 Wall). The changes are correct and we have updated our prices accordingly.**

TI has the capability to perform turnkey design build services for **City of Sacramento** on this project. As a **turnkey** provider of design and integration services of mission critical systems, we can ensure that the infrastructure required to accommodate the proposed technology is in place and working at the point where your team needs to take occupancy.

Additionally by providing a turnkey solution including the equipment, we can take responsibility for the entire project instead of having the city to bare the risk of any coordination with the equipment provider as it relates to availability, schedule coordination, warranty related issues, etc. Our team is well versed on the challenges associated with any type of new building, renovation, and relocation project, and therefore can play a vital role in insuring the success of the project.

We thank you again for your confidence and look forward to the next steps in the proposal review process.

Regards,
Maz Zaeefjou, PMP
r. Project Development Manager/Advanced Visualization Systems
echnical Innovation, a Diversified Company



Bid Number:	B16111081031
Bid/Contract Title:	NEC Video Wall Display System

Bids must be received prior to **2:00 PM** on:

Wednesday	May 18, 2016
------------------	---------------------

Late bids *will not* be accepted.

Bids must be submitted to:

**OFFICE OF THE CITY CLERK
5TH FLOOR PUBLIC COUNTER
SACRAMENTO CITY HALL
915 I STREET
SACRAMENTO CA 95814-2613**

**Pre-bid conference
and Q&A information

See page 4**

Bidder to complete the following information:

Bidder Name:	DSI Video Systems, LLC dba Diversified
Address:	198 Cirby Way Suite 180
City, State, ZIP code:	Roseville, CA 95678
Contact name:	Maz Zaefjou
Contact phone number:	281-830-1010
Contact email address:	maz@technical-innovation.com

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any Contract awarded pursuant to a bid that contains false information. The return of a signed copy of this bid solicitation shall constitute a promise to supply in accordance with terms and conditions shown herein. **All bid submissions become public record.**

Table of Contents

Section number and name	Page
I. Bid Instructions	3
II. Terms and Conditions	6
III. General Contract Conditions	7
IV. Local Ordinances and Programs	12
V. Insurance Requirements	13
VI. Special Provisions	15
VII. Technical Specifications	16
VIII. Items Requiring Bidder's Response	17
IX. Contract Approval and Attestation	23

About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of 473,509. Sacramento is a progressive city with great pride in its ethnic and cultural diversity, concern for environmental and social issues and emphasis on quality in the provision of governmental services. Sacramento is a Charter city, which operates under the City Council Manager Form of government. It has an annual budget of \$873 million and 4,157 full-time equivalent positions.

This Bid/Contract document was prepared by:

Name:	Chris Slay	Title:	Program Analyst
Department:	Police	Division:	Fiscal

M.J.

I.) Bid Instructions

1.) CITY CODE: All provisions of Chapter 3.56 of the City of Sacramento ("City") Code are applicable to any bid submitted or Contract awarded.

2.) OFFICIAL ELECTRONIC COPY: A copy of the bid document and other documents may be obtained by Registered Vendors only through the City of Sacramento's official web Bid Center, aka "PlanetBids". The link to the site is:

<http://www.PlanetBids.com/portal/portal.cfm?CompanyID=15300>

3.) ADDITIONAL BID INFORMATION: All Addenda and other information will be found at the above official City Bid Center.

4.) EXTENSION OF TIME FOR SUBMITTAL: Notification of a change to the submittal deadline shall be sent automatically by the Bid Center system to all Potential Vendors (those registered vendors who have previously downloaded the bid document).

5.) LATE BIDS NOT ACCEPTED: Bids received after the deadline, or bids submitted in a manner contrary to that prescribed in the bid, shall be deemed non-responsive.

6.) THIRD PARTY SOURCES OF THE BID DOCUMENTS: The City is not responsible for bid documents obtained through third-party sources, such as plan rooms or aggregate bid services. Such documents may be incomplete and bids submitted may be deemed non-responsive. Registration as a vendor in the PlanetBids system is required in order to obtain official bid documents and to receive emails concerning any changes to the bid. Questions about the Bid Center electronic bid platform shall be addressed to the City of Sacramento Procurement Services Division at 916-808-6240.

7.) ALL INFORMATION REQUESTED: All information requested shall be entered into the appropriate space on all forms and/or provided fields. Failure to do so may cause your bid to be deemed non-responsive. Bids must comply in all respects with the requested specifications.

8.) DEVIATION FROM SPECIFICATIONS: If the bidder has indicated that the item offered does not comply in all respects with the specifications stated in the bid document, the bidder is to list in detail any and all deviations. The City is under no obligation to consider an alternative bid and may accept or deny the alternative without explanation.

9.) BRAND NAMES: Brand names and model numbers, when used, are for reference to indicate the character or quality of the desired item. When a brand name, model number, or level of quality or performance is not stated by the bidder, it shall be understood that the offer is exactly as requested in the bid document.

10.) EQUIVALENT ITEMS: Items may be bid that are equivalent to the item stated in the bid document unless the bid document states that no alternatives will be accepted. Offers for equivalent items shall state the brand and model number. The bidder may attach appropriate documentation to support their claim of equivalency. The burden of proof and the cost of analysis shall be the responsibility of the bidder. The City is the sole judge as to whether an offered item is equivalent to the requested item and the City's decision shall be final.

11.) SAMPLES: Samples of items, when requested, shall be furnished free of charge of any kind, including freight or handling charges. Samples of items may be retained for future comparison. Samples may be damaged or destroyed by testing. The costs of returning samples to the bidder shall be the responsibility of the bidder and shall be returned only upon written request.

12.) EQUIPMENT: All equipment is to be new, unused, and the latest model in current production. Used, remanufactured, shopworn, demonstrator models, prototypes, discontinued models, or any other categorically synonymous descriptions are not acceptable unless explicitly stated in the bid document.

13.) VISITS TO CITY SITES: Some City facilities charge for parking and some City facilities require photo ID for admittance. Bidders should consider these requirements when attending a pre-bid conference, hand-delivering a bid, or fulfilling requirements of the Contract.

14.) TIME OF DELIVERY: The time of delivery may be a consideration of award. Time of delivery shall be stated as the number of calendar days following the receipt of the purchase order by the Bidder to the time of receipt of the goods or services at the correct City location.

15.) PAYMENT TERMS: Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the bidder. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services shall be in arrears.

16.) INTEREST IN MORE THAN ONE BID: No bidder submitting any bid shall knowingly be interested in more than one bid as the principal bidder pursuant to City Code section 3.56.130(D).

17.) AUTHORIZED SIGNATURE: The bid shall be signed by a representative of the bidding party who is legally authorized to bind the party to all of the terms and conditions of the Contract. The signatory shall indicate the capacity in which the signature is executed.

18.) BID EVALUATION: The City reserves the right to disregard mathematical errors and to correct said error. When the item price and extended price are in conflict, the City shall use the item price in the bid evaluation. If an item price is omitted, the total price shall be divided by the estimated quantity to determine the item price. If the Bid requires that the Bidder bid on all line items, and neither the item price nor the extended price of an item is offered, the bid shall then be deemed non-responsive.

19.) AWARDS: The lowest responsible bidder shall be determined pursuant to City Code 3.56.020. The City reserves the right to (a) award in whole or in part (b) reject all partial bids; (c) reject any or all bids; (d) issue subsequent Invitations For Bids (IFB); (e) approve or disapprove the use of a particular subcontractor; (f) waive any informality or irregularity in the bidding process and any bids; and (g) accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB. The City reserves the right to make multiple awards in order to provide alternate supply sources to insure continuity of supply. The City's decision shall be final.

20.) PRE-AWARD CONFERENCE: The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms and reports will be submitted by the Contractor for final approval.

21.) EMERGENCY/DECLARED DISASTER REQUIREMENTS: In the event of an emergency declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to servicing the City's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of such disruption which may include, but not be limited to, a copy of the letter or notification from the source of supply or service stating the reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22.) CALIFORNIA INCOME TAX WITHHOLDING STATUS: All Contractors providing goods or services to the City must certify their California income tax withholding status by filing a California Form 590 "Withholding Exemption Certificate" or California Form 587 "Nonresident Withholding Allocation Worksheet" with the City.

23.) REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (Form W-9): All Contractors providing goods or services to the City must file a current revision of the Department of the Treasury Internal Revenue Service Form W-9 with the City.

24.) "PIGGYBACKABLE" CONTRACT: If mutually agreeable to both parties, the use of any resulting Contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

25.) BID PROTEST: Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with these sections of the Sacramento City Code shall be invalid and shall not be considered. Sections 3.60.460 through 3.60.560 of the Sacramento City Code are available at:

<http://www.qcode.us/codes/sacramento/>

I.) Bid Instructions

26.) CITY DEPARTMENT / DIVISION / CONTACT INFORMATION

Department:	POLICE
Division:	IT
Contact name:	BRIAN DABEL
Contact phone number:	916-808-0405

27.) Q&A SUBMITTAL DIRECTIONS

Submit questions prior to:

Date:	05/10/2016	Time:	3:00pm (pst)
-------	------------	-------	--------------

Submit Questions via:

- The City's Bid Center ("PlanetBids") Q&A tab for this bid.

(Answers will be posted to the City's Bid Center Q&A tab or by the issuing of an Addendum a minimum of 72 hours before the deadline to submit the bid.)

-OR-

- Submit questions to:

CLSLAY@SACPD.ORG

Oral explanations or oral instructions shall not be binding on the City. Information obtained from sources other than those stated above may be invalid and responses using this unofficial information may be deemed non-responsive. Additionally, contacts made with other City staff in an attempt to circumvent, interfere, or influence the City's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

28.) PRE-BID CONFERENCE MEETING

- No
- Yes, attendance is optional **-OR-** Yes, attendance is MANDATORY

NOTE: Bids from bidders who do not attend a MANDATORY pre-bid meeting shall be deemed non-responsive.

Date:	
Time:	
Location name:	
Address:	
Bldg/Floor/Room:	
City:	

I.) Bid Instructions

29.) Bond Information

Bid bond:	<input checked="" type="checkbox"/> Not required	<input type="checkbox"/> YES, required ^(a)	%
Performance bond:	<input checked="" type="checkbox"/> Not required	<input type="checkbox"/> YES, required ^(b)	%

^(a) Pursuant to City Code section 3.56.150 and 3.56.190

^(b) Pursuant to City Code section 3.56.200

Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the Contract. Bid security of the successful Contractor will be returned when the Contract is signed and all other Contract award requirements have been met.

Performance bond can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Such bond shall be approved as to form by the City Attorney. The performance bond must be submitted by the successful bidder within ten days of the notification of intent to award the Contract.

30.) Timeframe

Number of days that Bid is valid:	Ninety (90) calendar days after bid opening date
Anticipated start date of Contract:	06/21/2016
<input checked="" type="checkbox"/> One-time purchase -OR- <input type="checkbox"/> Duration of Contract:	(*One-time purchase* - Contract expires upon final payment by the City)
Contract renewal information:	

Within ninety (90) days after the bid opening, a Contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a Contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with their bid. The City may accept this bid offer by issuance of a Notification of Intent to Award and approval by the Sacramento City Council any time on or before the ninetieth (90th) day following the date of the bid opening. This offer shall be irrevocable for 90 days after the bid opening or 90 days after the City Council awards the bid, whichever comes last, however, this period may be extended by mutual agreement of both parties.

31.) Bid Opening

- Bidders are invited to be present at the opening of the bids.
- Bids will be opened, in public, in the Historic City Council Chambers on the 2nd floor of Historic City Hall, 915 I Street, Sacramento, California.
- Bids will be opened as soon as practicable immediately following the bid submittal deadline.
- Bids may be inspected in the Office of the City Clerk, Sacramento City Hall 5th Floor, 915 I Street, Sacramento, California.

II.) Terms and Conditions

- 1.) **CONTRACT:** By submitting a bid, the bidder agrees to fully perform each and every provision of the bid. The Contract shall be awarded upon approval by the City of Sacramento ("City") Council. The Contract shall include all sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are referred to herein as the Contract Documents, are fully incorporated herein by this reference, and are collectively referred to as the Contract.
- 2.) **DELIVERY:** All shipments are F.O.B. destination with freight prepaid unless otherwise stated in the IFB. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products and/or services deemed necessary under this Contract. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.
- 3.) **TIME FOR DELIVERY:** Time is of the essence in the delivery of services and/or items procured through this Contract. Contractor shall notify the City department if unable to make delivery on or before the Due Date. Periods of performance may be extended if, in the sole opinion of the City, the cause of delay justifies an extension.
- 4.) **MISCELLANEOUS CHARGES:** No additional charges shall be allowed unless specified in this Contract, including but not limited to: charges for transportation, fuel surcharges, containers, and packing.
- 5.) **HOLD HARMLESS:** The Contractor shall defend, indemnify, and hold the City of Sacramento, its officers, agents, and employees, harmless from and against any and all claims, actions, costs, proceedings, damages, and other liabilities, including attorney fees, caused by defect(s) in the item(s) purchased hereunder, or resulting from the Contractor's or the City's use of any copyrighted, or non-copyrighted composition, process, patented or non-patented invention, articles or appliances furnished or used under this order, and agrees to defend, at Contractor's expense, any and all actions brought against the City of Sacramento or themselves because of unauthorized use of such articles.
- 6.) **EXCISE TAX:** The City of Sacramento, as a government agency, is exempt from the payment of Federal Excise Tax. An exemption certificate will be issued upon request. If federal excise tax is applicable to the transaction, it must be so stated and excluded from the price.
- 7.) **SALES AND USE TAX:** The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item. On out-of-state purchases, the Contractor shall list their Use Tax Permit Number issued by the California State Board of Equalization which authorizes the Contractor to charge and collect California Sales Tax. The Purchase Order ("PO") will include sales tax, if applicable to the purchase, regardless of whether an out-of-state collects California State sales tax or not. The City shall pay Use Tax directly to the Board of Equalization if the out-of-state Contractor is not required to collect California Sales Tax.
- 8.) **BUSINESS OPERATIONS TAX CERTIFICATE (BOTC):** The Sacramento City Code requires any person or firm conducting business within or with the City of Sacramento to pay a Business Operations Tax and have a current Business Operations Tax Certificate issued by the City Revenue division.
- 9.) **LICENSES AND PERMITS:** The Contractor represents and warrants that the Contractor has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to furnish supplies and/or services under the Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
- 10.) **GLOBALLY HARMONIZED SYSTEM OF CLASSIFICATION AND LABELING CHEMICALS:** It is mandatory for a manufacturer, supplier, or distributor, to supply a SDS (Safely Data Sheet) with the first shipment of hazardous material to each City location receiving the material. Also, when the content of a SDS is revised, the Contractor is required to provide a revised SDS to each City location receiving the material.
- 11.) **CONTRACTOR COUNTEROFFERS AND DIFFERENT TERMS AND CONDITIONS:** The City's subsequent performance shall not be construed as either acceptance of additional and/or different Terms and Conditions or a counteroffer by the Contractor, nor shall the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the Terms and Conditions contained herein. All materials and/or services supplied by the Contractor shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, as well as conforming to the requirements contained herein. The California Commercial Code shall apply except as otherwise provided in the Contract.
- 12.) **INSPECTION AND ACCEPTANCE:** Inspection and acceptance will be at the destination (the "Ship To:" address), unless otherwise stated. Risk of loss will be on the Contractor until the delivery and acceptance, and after any rejections, unless the loss results solely from the negligence of the City. Notwithstanding the requirements for any City inspection and test contained in specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the City, the Contractor shall perform or have performed the inspections or tests required to substantiate that the supplies and services provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified herein. The cost of storing rejected material and the cost for shipping rejected material back to the origin point shall be borne by the Contractor.
- 13.) **VARIATIONS IN QUANTITY:** No variation in the quantity of any item called for by this Contract will be accepted unless such variation has been caused by conditions of loading, packing, shipping, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Contract.
- 14.) **DEFAULT BY CONTRACTOR:** In case of default by the Contractor, the City of Sacramento reserves the right to procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and actual cost thereof to the City of Sacramento. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made.
- 15.) **PAYMENT TERMS:** Payment terms are Net 30 days unless otherwise indicated and accepted by the City. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of the invoice, whichever is latest.
- 16.) **INVOICING:** Invoice shall be submitted to the "Bill To:" address specified in the PO. The invoice shall contain the following information: PO number, unique invoice number, description of supplies or services, item numbers, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of the shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the City determines, in its sole discretion, that the amount due on such partial deliveries so warrants. Requests for payment status should be addressed to the City department as indicated in the "Bill To:" address.
- 17.) **COMMERCIAL WARRANTY:** The Contractor agrees that the supplies and/or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity or by any other clause of this Contract.
- 18.) **SEVERABILITY:** If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of the Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by the law.
- 19.) **BINDING EFFECT / ASSIGNMENT OF CLAIMS:** This Contract shall be binding on the heirs, executors, administrators, successors, and assigns of the parties. Claims for monies due or to become due under this Contract shall be assigned only with prior written consent of the City Manager or his/her designated representative.
- 20.) **GOVERNING LAW:** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Contract shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over the persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.



III.) General Contract Conditions

1. **Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations herein, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board,

III.) General Contract Conditions

commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
 - B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
 - C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
 - D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.
9. **Term; Suspension; Termination.**
 - A. This Agreement shall become effective on the date that it is approved by both parties and shall continue in effect until

III.) General Contract Conditions

both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Funding Availability.

- A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
- B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
- C. The Contract shall terminate without penalty at the end of the City's fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination.
- D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal

III.) General Contract Conditions

Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
13. **Severability**. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
14. **Waiver**. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
15. **Enforcement of Agreement**. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
16. **Assignment Prohibited**. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
17. **Binding Effect**. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 11, above.
18. **Compliance with Laws**. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without

III.) General Contract Conditions

limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

19. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

- A. Post-Award Amendments.
- B. Pricing Schedule(s), as corrected by City, if applicable.
- C. Pre-Award Addenda
- D. Q&A responses, if applicable
- E. Special Provisions
- F. Bid Instructions and Requirements
- G. General Conditions
- H. Technical Specifications and/or Plans



IV.) Local Ordinances and Programs

This bid/contract is to adhere to the Grants Management Common Rule Regulations that applies to all entities that receive federal grant money. It shall also be used if the funding source is a grant that specifically forbids local business preferences.

Local Ordinances and Programs that award based on local geographic preferences are excluded from this bid/contract.

Local Ordinances and Programs that restrict competition are excluded from this bid/contract.

A handwritten signature in black ink, appearing to be 'M.J.', is located in the bottom right corner of the page.

V.) Insurance Requirements

During the entire term of this Contract, CONTRACTOR shall maintain the insurance coverage described in this section. *The sole exception is for delivery of supplies via a common carrier.*

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Contract. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Contract.

a.) Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the CONTRACTOR, its sub-consultants, and subContractors, products and completed operations of CONTRACTOR, its sub-consultants, and subContractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subContractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide Contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.
- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation in favor of the CITY. *If no work or services will be performed on or at CITY facilities or CITY Property, The CITY Representative may waive this requirement.*

b.) Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subContractors; products and completed operations of CONTRACTOR, its sub-consultants, and subContractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and sub-Contractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

V.) Insurance Requirements

c.) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

d.) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section IV Insurance Requirements must be declared to and approved by the CITY in writing prior to execution of this Contract.

e.) Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in the bid instructions. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Contract, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (To be provided by Ebix after Contract approval)
151 North Lyon Street
Hemet, CA 92543

Insurance certificates may also be faxed to (770) 325-3340,
or emailed to: CertsOnly-Portland@ebix.com

- (3) The CITY may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The CITY may withhold payments to CONTRACTOR and/or cancel the Contract if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

f.) SubContractors

CONTRACTOR shall require and verify that all sub-consultants and subContractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection a.), above.

VI.) Special Provisions

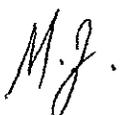
PRICING

Total pricing offered on Pricing Schedule pages will be all inclusive. No additional shipping, surcharges, freight, setup, or other extraneous costs will be allowed.



VII.) Technical Specifications

Products are brand and model specific. Bids that are for other than specified will be rejected.

A handwritten signature in black ink, appearing to be 'M.J.', is located in the bottom right corner of the page.

VIII.) Items Requiring Bidder's Response

Incomplete information may render a bid "non-responsive" and be rejected.

1.) Business Operations Tax Certificate ("BOTC")

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be **REQUIRED** to show compliance with this requirement prior to award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

Proof of a valid BOTC must be submitted by the successful bidder within ten working days of the Notice of Intent to Award.

2.) Local Business Sales/Use Tax Deduction

This is **NOT APPLICABLE** to this bid as the purchase will be made using:

1.) Federal monies

-or-

2.) Other grant funds that specifically forbid local business preferences.

3.) Local Business Enterprise (LBE) program preference / participation

This is **NOT APPLICABLE** to this bid as the purchase will be made using:

1.) Federal monies

-or-

2.) Other grant funds that specifically forbid local business preferences.

VIII.) Items Requiring Bidder's Response

4.) Prompt Payment Discount

Do you offer a prompt payment discount for purchases made by the City of Sacramento?

NO (Net 30 days) **YES**

If yes: The discount is _____% -- or-- \$_____ for payment within _____ calendar days computed from the date that the delivery is accepted by the City or the date that a correct invoice is received by the proper City department (the "Bill To:" address on the PO), whichever is later.

NOTE: Discounts for payments made in less than 20 calendar days will not be considered as part of the bid evaluation.

5.) Electronic Funds Transfer (EFT)

Do you have the ability to accept electronic payments (EFT)?

NO **YES**

If yes: The discount offered for EFT is N/A %.

NOTE: this information is for informational purposes only; there is no bid preference offered.

6.) Q&A information was reviewed and incorporated in the bid response

- N/A**, no Q&A was posted.
- YES**, the last Q&A set number reviewed was number _____.

7.) Addenda are acknowledged and incorporated in the bid response

- N/A**, no addenda were posted.
- YES**, the last addendum received was number 1.



VIII.) Items Requiring Bidder's Response

8.) Certificate of Insurance

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the Section IV.) Insurance Requirements within ten working days after Notification of Intent to Award.

9.) Insurance Coverage Waivers

a.) **GENERAL LIABILITY:** No general liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons."

_____ (CONTRACTOR initials)

b.) **AUTOMOBILE:** No automobile liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that a private motor vehicle will not be used in the delivery of supplies or performance of any work or services under this Contract. Any deliveries of supplies shall be via common carrier."

_____ (CONTRACTOR initials)

c.) **WORKERS' COMPENSATION:** No Worker's Compensation insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance."

_____ (CONTRACTOR initials)

d.) **WORKERS' COMPENSATION:** No Waiver of Subrogation in favor of the CITY shall be required if no work or services will be performed on or at CITY facilities or CITY Property.

"I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons."

_____ (CONTRACTOR initials)

10.) Bid bond

N/A, no bid bond is required for this IFB.

YES, a bid bond is required and has been submitted with this bid response.

11.) Equal Benefits Ordinance

This is NOT APPLICABLE to this bid/contract.



VIII.) Items Requiring Bidder's Response

12.) Pricing Schedule Please Refer to updated Pricing Schedule as part of Addendum 1.

All pricing is to be in U.S. dollars.

Group 1 – Sacramento Police Department 4 X 2 Wall

<u>ITEM #</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
01	8ea	NEC X555SUNS 55" LED, LCD, Ultra Narrow Video Wall Display (3.5mm bezel gap), S-IPS Antiglare panel, 1920x1080 (FHD), Direct LED back light unit, 700 cd/m2 brightness, OPS Option Slot, UHD signal daisy chain up to 100 units, Auto IP/ID/TileMatrix Settings, Frame Comp, Lan Daisy Chain, 3 Year Warranty	\$ _____	\$ _____
02	1ea	NEC KT-LFD-CC Display Wall Calibration Kit, Includes Data Spyder Sensor and Display Wall Calibrator Software	\$ _____	\$ _____
03	1ea	AMD EZ-VSSF4X2_Self Supported Video Wall Mount/Structure for NEC 55"	\$ _____	\$ _____
04	1ea	NEC KT-RC2 External Human Sensor/Ambient Light and Remote Control Kit for all versions of the P403, P463, P553, P703, X474HB, X464UN, X554UN, X554UNV, X554UNS, X555UNS, and X555UNV.	\$ _____	\$ _____
05	8ea	NEC OPS-PCIB-PS with Intel Broadwell architecture, i5-5257U Dual Core CPU, Integrated Iris 6100 GPU, 4GB DDR3, Windows 8.1 Professional Operating System, 128GB Solid State Drive, Built-In Wifi, Display Port Out, USB 2.0 x 2, USB 3.0 x 2, Compatible with all NEC displays supporting OPS including X651UHD and X981UHD for internal UHD support	\$ _____	\$ _____
06	2ea	DATAPATH VISIONRGB-E2S Component HD Capture Card – Dual Input	\$ _____	\$ _____
07	2ea	CISCO WS-C2960X-48TS-LOFE Catalyst 2960-X 48 GigE, 4x1 SFP, LAN Base	\$ _____	\$ _____
08	1ea	HIPERWALL HWFT-CTRL Fault Tolerant Primary Control License	\$ _____	\$ _____
09	8ea	HIPERWALL HWFT-DISP Fault Tolerant Display License	\$ _____	\$ _____
10	1ea	HIPERWALL HWST-CTR2 Fault Tolerant Secondary Controller License	\$ _____	\$ _____
11	4ea	HIPERWALL HWFT-STRM Fault Tolerant Streamer License	\$ _____	\$ _____
12	7ea	HIPERWALL HWST-SEND Sender License	\$ _____	\$ _____
13	3yr	Site Maintenance SVC-SLV-HIPERWALL	\$ _____	\$ _____

Subtotal \$ _____

Sales Tax @ 8.5% \$ _____

Freight Charges \$ _____

Total Group 1 \$ _____

Bid is brand and model specific. No alternate bids will be accepted.

VIII.) Items Requiring Bidder's Response

Please Refer to updated Pricing Schedule as part of Addendum 1.

Group 2 – Regional Transit 2 X 2 Wall

<u>ITEM #</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
01	4ea	NEC X555SUNS 55" LED, LCD, Ultra Narrow Video Wall Display (3.5mm bezel gap), S-IPS Antiglare panel, 1920x1080 (FHD), Direct LED back light unit, 700 cd/m2 brightness, OPS Option Slot, UHD signal daisy chain up to 100 units, Auto IP/ID/TileMatrix Settings, Frame Comp, Lan Daisy Chain, 3 Year Warranty	\$ _____	\$ _____
02	1ea	AMD EZ-VSSF4X2_Self Supported Video Wall Mount/Structure for NEC 55"	\$ _____	\$ _____
03	1ea	NEC KT-RC2 External Human Sensor/Ambient 554UNV, X554UNS, X555UNS, and X555UNV.	\$ _____	\$ _____
04	4ea	NEC OPS-PCIB-PS with Intel Broadwell architecture, i5-5257U Dual Core CPU, Integrated Iris 6100 GPU, 4GB DDR3, Windows 8.1 Professional Operating System, 128GB Solid State Drive, Built-In Wifi, Display Port Out, USB 2.0 x 2, USB 3.0 x 2, Compatible with all NEC displays supporting OPS including X651UHD and X981UHD for internal UHD support	\$ _____	\$ _____
05	2ea	DATAPATH VISIONRGB-E2S Component HD Capture Card – Dual Input	\$ _____	\$ _____
06	1ea	HIPERWALL HWFT-CTRL Fault Tolerant Primary Control License	\$ _____	\$ _____
07	4ea	HIPERWALL HWFT-DISP Fault Tolerant Display License	\$ _____	\$ _____
08	1ea	HIPERWALL HWST-CTR2 Fault Tolerant Secondary Controller License	\$ _____	\$ _____
09	4ea	HIPERWALL HWFT-STRM Fault Tolerant Streamer License	\$ _____	\$ _____
10	3yr	Site Maintenance SVC-SLV-HIPERWALL	\$ _____	\$ _____
			Subtotal	\$ _____
			Sales Tax @ 8.5%	\$ _____
			Freight Charges	\$ _____
			Total Group 2	\$ _____

Bid is brand and model specific. No alternate bids will be accepted.

Optional Items

- 1. Year 4 Site Maintenance SVC-SLV-HIPERWALL \$ _____
- 2. Year 5 Site Maintenance SVC-SLV-HIPERWALL \$ _____

VIII.) Items Requiring Bidder's Response

13.) Authorized Signature Executing Contract

To the City of Sacramento:

The undersigned potential Contractor (bidder) submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the Contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

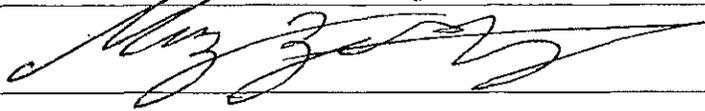
CONTRACT DOCUMENTS

Performance of and payment for the Contract for which bids are called shall be subject to all sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are referred to herein as the Contract Documents, are fully incorporated herein by this reference, and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder:

Name of Contractor:	DSI Video Systems, LLC dba Diversified		
Address:	198 Cirby Way Suite 180		
City/ State / ZIP:	Roseville, CA 95678		
Phone:	281-830-1010	Fax:	713-325-6820
Email address:	maz@technical-innovation.com		
Fed. Tax ID#:	22-3242083	State Tax ID#:	
City of Sacramento Business Operations Tax Certificate #:			
Type of Business Entity (Check one):	<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co <input type="checkbox"/> Other (specify): _____		

By:

Signature:			
Printed Name:	Maz Zaefjou		
Title:	Sr. Project Development Mgr.	Date:	5/12/16

The person signing this Contract for the CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Contract on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of its obligations herein.

Incomplete information may render a bid "non-responsive" and be rejected.

IX.) Contract Approval and Attestation – For City Use Only

FOR CITY USE ONLY UPON AWARD OF A CONTRACT

The Bid was opened on May 18, 2016

Bid Bond Required: No; Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank;

Or Surety Bond

City Clerk

\$ 191,211.62
CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: No award on line 02 of Group 2

Contract Not-to-Exceed Amount: \$ 191,211.62

Award Date: _____

CONTRACT APPROVAL

Approved as to Form: _____

Approved: _____

Attest: _____

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

City of
SACRAMENTO
Police Department

SAMUEL D. SOMERS JR.
Chief of Police

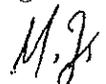
5770 Freeport Blvd., Suite 100
Sacramento, CA 95822-3516

(916) 808-0800
Fax: (916) 808-0818
www.sacpd.org

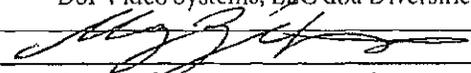
May 11, 2016

ADDENDUM NO. 1 TO INVITATION TO BID NO. B16111081031 FOR
NEC VIDEO WALL DISPLAY SYSTEM

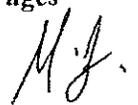
1. **BID DUE DATE OF MAY 18, 2016 HAS NOT BEEN CHANGED.**
2. Modified Pricing Schedule is attached and is meant to replace the original Pricing Schedule. The following changes have been made:
 - a. Item 12 has been changed from HIPERWALL HWST-SEND Sender License to HIPERWALL HWFT-SEND Sender License.
3. There will be no Local Business Preference or Participation (LBE) requirements for this bid.
4. All other terms, conditions and specifications of the bid remain unchanged.
5. If a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.
6. Bidders submitting a bid package must acknowledge receipt of this addendum prior to the hour and date specified in the bid request by one of the following methods:
 - (a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or
 - (b) If the bid package has been previously submitted, the addendum may be submitted by separate letter. Failure of your acknowledgement to be received at the Police Department, 5770 Freeport Blvd., Suite 100, Sacramento, CA, 95822, prior to the hour and date specified, may result in rejection of your bid.
 - (c) If, by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.



Christine Slay
Program Analyst

Bidder's Name: DSI Video Systems, LLC dba Diversified
Signature: 
Name & Title: Maz Zaefrou, Sr. Project Development Mgr.
Date: 5/16/16

The Mission of the Sacramento Police Department is to work in partnership with the Community to protect life and property, solve neighborhood problems, and enhance the quality of life in our City.



VIII.) Items Requiring Bidder's Response

12.) Pricing Schedule

All pricing is to be in U.S. dollars.

Group 1 – Sacramento Police Department 4 X 2 Wall - **MODIFIED SCHEDULE**

<u>ITEM #</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
01	8ea	NEC X555SUNS 55" LED, LCD, Ultra Narrow Video Wall Display (3.5mm bexel gap), S-IPS Antiglare panel, 1920x1080 (FHD), Direct LED back light unit, 700 cd/m2 brightness, OPS Option Slot, UHD signal daisy chain up to 100 units, Auto IP/ID/TileMatrix Settings, Frame Comp, Lan Daisy Chain, 3 Year Warranty	\$ 4,100.00	\$ 32,800.00
02	1ea	NEC KT-LFD-CC Display Wall Calibration Kit, Includes Data Spyder Sensor and Display Wall Calibrator Software	\$ 264.71	\$ 264.71
03	1ea	AMD EZ-VSSF4X2_Self Supported Video Wall Mount/Structure for NEC 55"	\$ 15,609.76	\$ 15,609.76
04	1ea	NEC KT-RC2 External Human Sensor/Ambient Light and Remote Control Kit for all versions of the P403, P463, P553, P703, X474HB, X464UN, X554UN, X554UNV, X554UNS, X555UNS, and X555UNV.	\$ 105.88	\$ 105.88
05	8ea	NEC OPS-PCIB-PS with Intel Broadwell architecture, i5-5257U Dual Core CPU, Integrated Iris 6100 GPU, 4GB DDR3, Windows 8.1 Professional Operating System, 128GB Solid State Drive, Built-In Wifi, Display Port Out, USB 2.0 x 2, USB 3.0 x 2, Compatible with all NEC displays supporting OPS including X651UHD and X981UHD for internal UHD support	\$ 1,388.24	\$ 11,105.92
06	2ea	DATAPATH VISIONRGB-E2S Component HD Capture Card -- Dual Input	\$ 1,262.35	\$ 2,524.70
07	2ea	CISCO WS-C2960X-48TS-LOFE Catalyst 2960-X 48 GigE, 4x1 SFP, LAN Base	\$ 2,292.62	\$ 4,585.24
08	1ea	HIPERWALL HWFT-CTRL Fault Tolerant Primary Control License	\$ 3,509.41	\$ 3,509.41
09	8ea	HIPERWALL HWFT-DISP Fault Tolerant Display License	\$ 1,754.12	\$ 14,032.96
10	1ea	HIPERWALL HWST-CTR2 Fault Tolerant Secondary Controller License	\$ 1,754.12	\$ 1,754.12
11	3ea	HIPERWALL HWFT-STRM Fault Tolerant Streamer License	\$ 1,754.12	\$ 5,262.36
12	9ea	HIPERWALL HWFT-SEND Sender License	\$ 1,754.12	\$ 15,787.08
13	3yr	Site Maintenance SVC-SLV-HIPERWALL	\$ 16,129.41	\$ 16,129.41
			Subtotal	\$ 123,471.55
			Sales Tax @ 8.5%	\$ 10,495.08
			Freight Charges	\$ 1,507
			Total Group 1	\$ 135,473.63

Bid is brand and model specific. No alternate bids will be accepted.

VIII.) Items Requiring Bidder's Response

Group 2 – Regional Transit 2 X 2 Wall

<u>ITEM #</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
01	4ea	NEC X555SUNS 55" LED, LCD, Ultra Narrow Video Wall Display (3.5mm bezel gap), S-IPS Antiglare panel, 1920x1080 (FHD), Direct LED back light unit, 700 cd/m2 brightness, OPS Option Slot, UHD signal daisy chain up to 100 units, Auto IP/ID/TileMatrix Settings, Frame Comp, Lan Daisy Chain, 3 Year Warranty	\$ 4,356.25	\$ 17,425.00
02	1ea	AMD EZ-VSSF4X2_Self Supported Video Wall Mount/Structure for NEC 55"	\$ 8,533.33	\$ 8,533.33
03	1ea	NEC KT-RC2 External Human Sensor/Ambient 554UNV, X554UNS, X555UNS, and X555UNV.	\$ 112.50	\$ 112.50
04	4ea	NEC OPS-PCIB-PS with Intel Broadwell architecture, i5-5257U Dual Core CPU, Integrated Iris 6100 GPU, 4GB DDR3, Windows 8.1 Professional Operating System, 128GB Solid State Drive, Built-In Wifi, Display Port Out, USB 2.0 x 2, USB 3.0 x 2, Compatible with all NEC displays supporting OPS including X651UHD and X981UHD for internal UHD support	\$ 1,475.00	\$ 5,900.00
05	2ea	DATAPATH VISIONRGB-E2S Component HD Capture Card – Dual Input	\$ 1,341.25	\$ 2,682.50
06	1ea	HIPERWALL HWFT-CTRL Fault Tolerant Primary Control License	\$ 3,509.41	\$ 3,509.41
07	4ea	HIPERWALL HWFT-DISP Fault Tolerant Display License	\$ 1,754.12	\$ 7,016.48
08	1ea	HIPERWALL HWST-CTR2 Fault Tolerant Secondary Controller License	\$ 1,754.12	\$ 1,754.12
09	3ea	HIPERWALL HWFT-STRM Fault Tolerant Streamer License	\$ 1,754.12	\$ 5,262.36
10	3yr	Site Maintenance SVC-SLV-HIPERWALL	\$ 7014.12	\$ 7014.12
			Subtotal	\$ 59,209.82
			Sales Tax @ 8.5%	\$ 5,032.83
			Freight Charges	\$ 754
			Total Group 2	\$ 64,996.65
<u>GRAND TOTAL GROUP 1 AND GROUP 2</u>				\$ 200,470.29

Bid is brand and model specific. No alternate bids will be accepted.

Optional Items

1. Year 4 Site Maintenance SVC-SLV-HIPERWALL \$ 8065 (4x2)+\$3507 (2x2)= \$11572

2. Year 5 Site Maintenance SVC-SLV-HIPERWALL \$ 8065 (4x2)+\$3507 (2x2)= \$11572

B16111081031

IFB (Supplies – Formal – Federal) Form Revision Date 02/05/2016 **Page 21**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2016

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. The Insurance Centers P.O. Box 1868 Cranford NJ 07016	CONTACT NAME: Ellen Daugenti PHONE (A/C, No, Ext): (732) 574-8000 FAX (A/C, No): (732) 574-8001 E-MAIL ADDRESS: eed@insctrs.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: TRAVELERS INDEMNITY OF AMERICA</td> <td>25666</td> </tr> <tr> <td>INSURER B: Travelers Prop Cas Co of Ameri</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TRAVELERS INDEMNITY OF AMERICA	25666	INSURER B: Travelers Prop Cas Co of Ameri	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: TRAVELERS INDEMNITY OF AMERICA	25666													
INSURER B: Travelers Prop Cas Co of Ameri	25674													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED DSI Video Systems, LLC DBA Diversified. 363 Market Street Kenilworth NJ 07033														

COVERAGES	CERTIFICATE NUMBER: 15-16	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 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		630-8E633893 *See notes for Blanket Policy Forms	8/10/2015	8/10/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA -8E633893	8/10/2015	8/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		Follow Form CUP8E633892	8/10/2015	8/10/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	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 N/A	HJUB8E633893	8/10/2015	8/10/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional LI (E&O)		ZPL71M11201	8/10/2015	8/10/2016	\$5,000,000 Aggregate Deductible \$25,000

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

THE CITY OF SACRAMENTO, ITS OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY BY WRITTEN CONTRACT PER POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER CITY OF SACRAMENTO 915 "I" STREET 4TH FL. SACRAMENTO, CA 95814	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 D F. LaPenna Jr. / EED <i>Donald F. LaPenna Jr.</i>
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/16

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514 EMAIL ADDRESS: ADP.COI.Center@Aon.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: National Union Fire Ins Co of Pittsburgh	NAIC # 19445
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1246820 **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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	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	WC 034124281 CA	07/01/15	07/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for DSI VIDEO SYSTEMS, LLC DBA DIVERSIFIED SYSTEMS, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy. See attached Certificate Holder Cancellation Notice.

CERTIFICATE HOLDER City of Sacramento 915 I Street 4th Floor Sacramento, CA 95814	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 <i>Juan E. Bellon</i>
--	---

POLICY HOLDER NOTICE

CERTIFICATE HOLDER CANCELLATION NOTICE SCHEDULE

Should this policy be cancelled before the expiration date hereof, the producer will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to do so shall impose no obligation or liability of any kind upon the insurer, the producer, or the respective agents or representatives of each.

SCHEDULE:

CERTIFICATE HOLDERS AS IDENTIFIED ON THE MOST RECENT QUARTERLY SCHEDULE OF CERTIFICATE HOLDERS PROVIDED BY THE INSURED'S BROKER OF RECORD TO THE INSURER.