

PROJECT NAME: 911 Communications Center Audio Visual Systems
DEPARTMENT: Information Technology
DIVISION: Technical Support Services Division

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Better Presentation Systems
2008 Opportunity Drive, Suite 170
Roseville, California 95678
Phone (916) 782-6444 Fax (916) 782-8811*

("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONSULTANT estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento Municipal Code.
2. **Payment.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONSULTANT for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONSULTANT shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONSULTANT uses for billing clients similar to CITY.
3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONSULTANT only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONSULTANT and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento Municipal Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento Municipal Code Chapter 3.54 are summarized in Exhibit E. CONSULTANT is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONSULTANT hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONSULTANT and to bind CONSULTANT to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____
Ray Kerridge
City Manager

APPROVED TO AS FORM:

Ray Kerridge 7/13/06
City Attorney

ATTEST:

City Clerk

- Attachments:
- Exhibit A - Scope of Service
 - Exhibit B - Fee Schedule/Manner of Payment
 - Exhibit C - Facilities/Equipment Provided
 - Exhibit D - General Provisions
 - Exhibit E - Non-Discrimination in Employee Benefits

CONSULTANT:

Better Presentation Systems, Inc.
NAME OF FIRM

75-3057478
Federal I.D. No.

State I.D. No.

136589
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

____ Individual/Sole Proprietor
 ____ Partnership
 Corporation (*may require 2 signatures*)
 ____ Limited Liability Company
 ____ Other (*please specify:* _____)

Steve S. Havis
Signature of Authorized Person

Steve S. Havis, President
Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Consultant: Better Presentation Systems Inc

Address: 2008 opportunity Dr Ste 170 Roseville, CA 95678

The above named Consultant ("Consultant") hereby declares and agrees as follows:

1. Consultant has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Consultant agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento Municipal Code (the "Ordinance").
3. Consultant understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Consultant agrees that if Consultant offers any of the above-listed employee benefits, Consultant will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Consultant understands that Consultant will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Consultant will not be required to provide the benefit, nor shall it be deemed discriminatory, if Consultant requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse
 - b. If Consultant is unable to provide a certain benefit, despite taking reasonable measures to do so, if Consultant provides the employee with a cash equivalent Consultant will not be deemed to be discriminating in the application of that benefit.
 - c. If Consultant provides employee benefits neither to employee's spouses nor to employee's domestic partners
 - d. If Consultant provides employee benefits to employees on a basis unrelated to marital or domestic partner status

- e. If Consultant submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Consultant understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Consultant takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Consultant to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Consultant cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Consultant provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Consultant understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Consultant understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Consultant to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Consultant understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Consultant further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Consultant also agrees to prominently display a poster informing each employee of these rights.
 7. Consultant understands that Consultant has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Consultant agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Consultant.

EXHIBIT A
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Xavier Covarrubias, IT Supervisor
Information Technology Department
904 11th Street, Sacramento, California 95814
Phone (916) 808-8512
Fax (916) 808-5501
xcovarrubias@cityofsacramento.org

All CONSULTANT questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONSULTANT Representative for this Agreement is:

Tom Curts
Better Presentation Systems, Inc.
2008 Opportunity Drive, Suite 170
Roseville, California 95678
Phone (916) 782-6444
Fax (916) 782-8811
tom@betteravsystems.com

All CITY questions pertaining to this Agreement shall be referred to the CONSULTANT Representative. All correspondence to CONSULTANT shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

- 2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is not required for this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)
- 3. Scope of Services.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated her ein.
- 4. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services in Attachment 1 to Exhibit A hereto attached and incorporated.

TECHNICAL SPECIFICATIONS

Scope of Services

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. This section of the specification defines audiovisual systems to be installed.

B. Definition Of Terms:

1. The term "Owner" shall refer to The City of Sacramento.
2. The term "AV Contractor" shall refer to the Audiovisual Systems Contractor who has been awarded the Contract for the subject job and who has responsibility for performance of the work specified herein.
3. The term "Specified elsewhere" shall refer to material and work which is related to this Contract and for which the AV Contractor is not responsible except as otherwise detailed herein. Some or all of these items may be included in the overall electrical contract.
4. The term "NIC" refers to work or equipment that is not in the contract covered in this specification.
5. The term "shall" is mandatory; the term "will" is informative; the term "should" is advisory; and the term "provide" means furnish and install.
6. The term "custom" indicates systems or components that shall be fabricated by the Contractor based on the drawings and specifications.
7. The term "OFE" refers to Owner Furnished Equipment. Provide for the removal, moving and testing of OFE before installation. Coordinate the integration of existing components or new components provided by the Owner into the audio and audiovisual systems. Provide required mounting hardware, rack panels, cable, connectors, etc. to ensure proper operation of the OFE systems.
8. The term "future" indicates equipment that will be added to the systems by the Owner later. Provisions shall be made for this equipment.
9. The term "or equal" indicates equal in materials, size, color, design, function, efficiency of specified, and conforming with the specified manufacturer/model.

1.02 CONDITIONS & REQUIREMENTS

- A. All items in Section 1 – Scope of Services herein will become part of the final contract.

1.03 RELATED WORK

- A. AV Contractor shall coordinate with Electrical Contractor on wiring methods, cable testing methods, and conduit/junction box locations for audiovisual equipment and routing of audio, video, control, and power cables/conduits from terminal and pull boxes to system equipment racks.
- B. Related Work: Equipment and materials provided and installed by others, unless otherwise shown in this Section or the Drawings, shall include:
 - 1. Electrical for Audiovisual Systems (Electrical breaker panels required to power the audiovisual equipment, lighting fixtures, dimmers, power receptacle outlets, interconnecting wiring for power circuits, conduits, wire ways, connection boxes, loudspeaker back boxes, pull boxes, junction boxes, and outlet boxes).

1.04 STANDARDS

- A. Codes: Work shall be done according to applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:
 - 1. California Building Code (CBC)
 - 2. National Electric Code (NEC)
 - 3. National Fire Protection Association (NFPA)
 - 4. Federal communications Commission (FCC)
 - 5. City and other local codes and requirements.
- B. Standards: Equipment and materials specified shall conform to the current edition of the following standards where applicable:
 - 1. UL Underwriters Laboratories
 - 2. ASTM American Society for Testing Materials
 - 3. NEMA National Electrical manufacturer's Association
 - 4. ANSI American National Standards Institute
 - 5. ETL Electrical Testing Laboratories
 - 6. SMPTE Society of Motion Picture and Television Engineers
 - 7. EIA Electronic Industries Association
 - EIA/TIA 568 Commercial Building Wiring Standards
 - EIA/TIA 569 Commercial Building Wiring Standards (Infrastructure)
 - EIA/TIA 606 Commercial Building Wiring Standards (Administration)
 - EIA/TIA 607 Commercial Building Wiring Standards (Grounding and Bonding)
 - EIA/TIA TSB36 Additional Specifications for Unshielded Twisted Pair Cables
 - EIA/TIA TSB40 Additional Specifications for Unshielded Twisted Pair Cables
 - 8. ISO International Standards Organization

1.05 SCOPE OF WORK

- A. To furnish and install within the City of Sacramento's 911 Communications Center a turn key audio system that provides reinforcement of voice and music, reproduction of program/training material, and program support for video presentations.

1. Room 216

Display System:

A ceiling mounted projector with 3500 ANSI lumen of brightness. The projector will display true XGA (1024x768) resolution graphics as well as standard NTSC video. The projector will be suspended from a pipe mounted just below the ceiling. The projector will project images onto the new 60"X80" recessed front projection screen (OFE).

Inputs for the display system:

1. Laptop w/Audio at Lectern	5. DVD
2. Projector	6. Cassette/CD Recorder
3. Dedicated owner furnished PC	7. Handheld Wireless Mic
4. VCR	8. Cable TV Tuner

Computer Interface will be used to ensure that the laptop and desktop signals are transmitted at the correct level with correct synchronization. A Cable Cubby will be mounted into the lectern allowing users to pull out VGA, Audio, and Network Cables for connection to a laptop PC.

Control System:

Installation of a control system that will provide simple and intuitive control of the presentation equipment. The control system will be used to power the presentation system on and off, select input sources, control screen up and down, Cable TV channel select and control the program audio volume. Examples: Extron Media Link, AMX, or Crestron.

Audio System:

A digital audio processor will allow processing and mixing of the wireless microphone and program audio. The output will be zoned such that the microphone is not reinforced at the front of the room. Six white ceiling speakers we be installed.

Lectern:

Installation of a lectern that faces the classroom. The lectern will house the switcher, amplifier, VCR, DVD, the control system, and a drawer to hold the wireless microphone and a shelf for the wireless keyboard and mouse. A power conditioner/outlet strip will be mounted into the cabinet.

2. Conference Room 202

Display System:

A ceiling mounted projector with 3500 ANSI lumen of brightness. The projector will display true XGA (1024x768) resolution graphics as well as standard NTSC video. The

projector will be suspended from a pipe mounted just below the ceiling. The projector will project images onto the new 60"X80" recessed front projection screen (OFE).

Inputs for the display system:

1. Laptop w/Audio Lectern Location	3. VCR/DVD
2. Cable TV	4. Projector

Computer Interface will be used to ensure that the laptop and desktop signals are transmitted at the correct level with correct synchronization. A Cable Cubby will be mounted into the lectern allowing users to pull out VGA, Audio, and Network Cables for connection to a laptop PC.

Control system:

Installation of a control system that will provide simple and intuitive control of the presentation equipment. The control system will be used to power the presentation system on and off, select input sources, control screen up and down, Cable TV channel select and control the program audio volume. Examples: Extron Media Link, AMX, or Crestron

Audio System:

A digital audio processor will allow processing and mixing of the wireless microphone and program audio. The output will be zoned such that the microphone is not reinforced at the front of the room. Six white ceiling speakers will be installed.

Lectern:

Installation of a lectern at the front of the room. The lectern will house the switcher, amplifier, VCR, DVD, the control system, and a drawer to hold the wireless microphone and a shelf for the wireless keyboard and mouse. A power conditioner/outlet strip will be mounted into the cabinet.

3. Multipurpose Room 105

Display System:

A ceiling mounted projector with 3500 ANSI lumen of brightness. The projector will display true XGA (1024x768) resolution graphics as well as standard NTSC video. The projector will be suspended from a pipe mounted just below the ceiling. The projector will project images onto the new 60"X80" recessed front projection screen (OFE).

Installation of one wall mounted 32" CRT Video Monitor Inputs for the display system:

1. Laptop w/Audio Lectern Location	3. VCR/DVD
2. Cable TV	4. Projector

Computer Interface will be used to ensure that the laptop and desktop signals are transmitted at the correct level with correct synchronization. A Cable Cubby will be mounted into the lectern allowing users to pull out VGA, Audio, and Network Cables for connection to a laptop PC.

Control system:

Installation of a control system that will provide simple and intuitive control of the presentation equipment. The control system will be used to power the presentation system on and off, select input sources, control screen up and down, Cable TV channel select and control the program audio volume. Examples: Extron Media Link, AMX, or Crestron

Audio System:

A digital audio processor will allow processing and mixing of the wireless microphone and program audio. The output will be zoned such that the microphone is not reinforced at the front of the room. Six white ceiling speakers will be installed.

Lectern:

Installation of a lectern at the front of the room. The lectern will house the switcher, amplifier, VCR, DVD, the control system, and a drawer to hold the wireless microphone and a shelf for the wireless keyboard and mouse. A power conditioner/outlet strip will be mounted into the cabinet.

4. Classroom 109 "Radio Room"

Display System:

Installation of one wall mounted 32" Flat Panel Display

Inputs for this system:

1. Laptop w/Audio Instructor Location	4. CATV
2. Instructor PC (OFE)	5. Wireless Headset Microphone
3. VCR/DVD	

Control system:

Installation of a control system that will provide simple and intuitive control of the presentation equipment. The control system will be used to power the presentation system on and off, select input sources, control screen up and down, Cable TV channel select and control the program audio volume. Examples: Extron Media Link, AMX, or Crestron

Audio System:

A digital audio processor will allow processing and mixing of the wireless microphone and program audio. The output will be zoned such that the microphone is not reinforced at the front of the room. Installation six white ceiling speakers.

Lectern:

The lectern will house the switcher, amplifier, VCR, DVD, the control system, and a drawer to hold the wireless microphone and a shelf for the wireless keyboard and mouse. A power conditioner/outlet strip will be mounted into the cabinet.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONSULTANT's Compensation.** The total of all fees paid to the CONSULTANT for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$220,000.
2. **Billable Rates.** CONSULTANT shall be paid for the performance of Services as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONSULTANT's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONSULTANT.**
 - A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONSULTANT may request payment on a monthly basis. CONSULTANT shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONSULTANT shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Information Technology Department
904 11th Street
Sacramento, California 95814
Attn: Xavier Covarrubias

5. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.
6. **Accounting Records of CONSULTANT.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONSULTANT shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONSULTANT's costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT's breach of this Section 7.

Project Name : City of Sac. 911 Com. Center
 Project # : RFP PO61337012
 Original Date : April 21, 2006
 Rev Date: June 21, 2006
 Sales Person : Tom Curts
 Sale Engineer : Tom Curts
 RP Tom Curts
 Room or Option Name: Rm.216

Display System		Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location						
D1		LCD Projector 1024x768 3500 Ansr	Eiki	LC-XG210	1	\$ 3,900.00	\$ 3,900.00
D2		LCD Projector Mount	Eiki	0173-4263	1	\$ 166.25	\$ 166.25
D3		Projector Ceiling Mount	Chiel	CMA 440	1	\$ 95.31	\$ 95.31
D4					1	\$ -	\$ -
Display System Total							\$ 4,161.56

Video System		Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location						
V1		DVD/VCR Combo unit	Sony	SLV-D370P	1	\$ 143.75	\$ 143.75
V2		MLS 506MA Switcher (70v)	Extron	60-386-03	1	\$ 1,618.75	\$ 1,618.75
V3					1	\$ -	\$ -
Video System Total							\$ 1,762.50

Audio System		Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location						
A1		Ceiling Speakers	JBL	Control 26CT	6	\$ 132.50	\$ 795.00
A2		Wireless UHF Mic System	Shure	SLX124/85/SM58	1	\$ 877.19	\$ 877.19
A3		MP3 Recorder-CD	Danon	PMDS70	1	\$ 824.99	\$ 824.99
A4		4x8 Digital System Processor	Shure	P4800	1	\$ 1,998.75	\$ 1,998.75
A5					1	\$ -	\$ -
Audio System Total							\$ 4,495.93

Control System	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
C1		Control Processor	Creston	MC2E	1	\$ 875.00	\$ 875.00
C2		Wall Mount Touch Panel lsys 5" Active Matrix	Creston	TPS-2000L	1	\$ 1,187.50	\$ 1,187.50
C3					1	\$ -	\$ -
Control System Total							\$ 2,062.50

Rack, Accessories, and Misc. Materials	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
M1		Custom Podium/lectern	BPS	Custom	1	\$ 5,250.00	\$ 5,250.00
M2		Rackmount power sequencers	MAP	PD-915R	1	\$ 73.25	\$ 73.25
M3		Computer Interface RGB 109xi	Extron	60-289-01	1	\$ 568.75	\$ 568.75
M4		Misc Cable, Connectors, Hardware, Materials	BPS	JM04000	1	\$ 1,450.00	\$ 1,450.00
M5					1	\$ -	\$ -
M6					1	\$ -	\$ -
Rack and Accessories Total							\$ 7,342.00

Equipment Summary		Rate	Total
Display System		\$ 4,161.56	\$ 4,161.56
Video System		\$ 1,762.50	\$ 1,762.50
Audio System		\$ 4,495.93	\$ 4,495.93
Control System		\$ 2,062.50	\$ 2,062.50
Rack and Accessories		\$ 7,342.00	\$ 7,342.00
Equipment Subtotal		\$ 19,824.49	\$ 19,824.49

Technical Services	Job Code	Hours	Rate	Total
PreSales Design and Engineering	JL01100	0	\$ 100.00	\$ -
Project Design and Engineering	JL03100	2	\$ 100.00	\$ 200.00
Computer Aided Design	JL03200	2	\$ 88.00	\$ 176.00
Remote Control Programming	JL08000	15	\$ 88.00	\$ 1,320.00
Field Engineering	JL02185	8	\$ 88.00	\$ 704.00
Project Management	JL02150	8	\$ 88.00	\$ 704.00
		16		

Shop Labor	JL03300	10	\$ 88.00	\$ 880.00
Field Labor	JL04000	48	\$ 88.00	\$ 4,224.00
Documentation & Administration	JL09100	2	\$ 88.00	\$ 176.00
		60		
Per Diem & Travel Expenses	JEO4000	0	\$ 88.00	\$ -
Subcontractor	JSC4000	0	\$ 88.00	\$ -
		0		
Technical Services Subtotal		95		\$ 8,384.00

TOTALS

Equipment Subtotal				\$ 19,824.49
Technical Services Subtotal				\$ 8,384.00
Service Agreement		No Service Agreement		\$ -
G&A				\$ -
Project Subtotal				\$ 28,208.49

CA Sales Tax		Tax Rate >>	7.75%	\$ 1,536.40
Shipping Estimate				\$ 594.73

Grand Total				\$ 30,339.62
-------------	--	--	--	--------------

Project Name : City of Sac. 911 Com.Center
 Project # : RFP PO61337012
 Original Date : April 21, 2006
 Rev Date: June 21, 2006
 Sales Person : Tom Curts
 Sale Engineer : Tom Curts
 RP Tom Curts
 Room or Option Name: Rm.202 Conference

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
D1		LCD Projector 1024x768 3500 Ansi	Eiki	LC-XG210	1	\$ 3,900.00	\$ 3,900.00
D2		LCD Projector Mount	Eiki	0173-4263	1	\$ 166.25	\$ 166.25
D3		Projector Ceiling Mount	Chief	CMA 440	1	\$ 95.31	\$ 95.31
D4					1	\$ -	\$ -
Display System Total							\$ 4,161.56

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
V1		DVD/VCR Combo unit	Sony	SLV-D370P	1	\$ 143.75	\$ 143.75
V2		Video Switcher ML.S-506MA (70v)	Extron	60-386-03	1	\$ 1,618.75	\$ 1,618.75
V3					1	\$ -	\$ -
V4					1	\$ -	\$ -
Video System Total							\$ 1,762.50

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
A1		Ceiling Speakers	JBL	Control 26CT	6	\$ 132.50	\$ 795.00
A2		Wireless UHF Mic System	Shure	SLX124/85/SMS8	1	\$ 877.19	\$ 877.19
A3		4x8 Digital System Processor	Shure	P4800	1	\$ 1,998.75	\$ 1,998.75
A4					1	\$ -	\$ -
Audio System Total							\$ 3,670.94

Control System	Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
	C1		Control Processor	Crestron	MC2E	1	\$ 875.00	\$ 875.00
	C2		Wall Mount Touch Panel 1sys 5" Active Matrix	Crestron	TPS-2000L	1	\$ 1,187.50	\$ 1,187.50
	C3					1	\$ -	\$ -
	C4					1	\$ -	\$ -
Control System Total								\$ 2,062.50

Rack, Accessories, and Misc. Materials	Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
	M1		Custom Podiums/Lectern	BPS	Custom	1	\$ 5,250.00	\$ 5,250.00
	M2		Rackmount power sequencers	MAP	PD-915R	1	\$ 73.25	\$ 73.25
	M3		Misc Cable, Connectors, Hardware, Materials	BPS	JM04000	1	\$ 1,250.00	\$ 1,250.00
	M4					1	\$ -	\$ -
	M5					1	\$ -	\$ -
Rack and Accessories Total								\$ 6,573.25

Equipment Summary				
Display System				\$ 4,161.56
Video System				\$ 1,762.50
Audio System				\$ 3,670.94
Control System				\$ 2,062.50
Rack and Accessories				\$ 6,573.25
Equipment Subtotal				\$ 18,230.75

Technical Services	Job Code	Hours	Rate	Total
PreSales Design and Engineering	JL01100	0	\$ 100.00	\$ -
Project Design and Engineering	JL03100	2	\$ 100.00	\$ 200.00
Computer Aided Design	JL03200	2	\$ 88.00	\$ 176.00
Remote Control Programming	JL08000	10	\$ 88.00	\$ 880.00
Field Engineering	JL02185	8	\$ 88.00	\$ 704.00
Project Management	JL02150	8	\$ 88.00	\$ 704.00
		16		

Shop Labor	JL03300	10	\$ 88.00	\$ 880.00
Field Labor	JL04000	32	\$ 88.00	\$ 2,816.00
Documentation & Administration	JL09100	2	\$ 88.00	\$ 176.00
		44		
Per Diem & Travel Expenses	JE04000	0	\$ 88.00	\$ -
Subcontractor	JSC4000	0	\$ 88.00	\$ -
		0		
		74		\$ 6,536.00
Technical Services Subtotal				\$ 6,536.00

TOTALS

Equipment Subtotal				\$ 18,230.75
Technical Services Subtotal				\$ 6,536.00
Service Agreement		No Service Agreement		\$ -
G&A				\$ 24,766.75
Project Subtotal				
CA Sales Tax		Tax Rate >>	7.75%	\$ 1,412.88
Shipping Estimate				\$ 546.92
Grand Total				\$ 26,726.55

Project Name : City of Sac. 911 Com.Center
 Project # : RFP P061337012
 Original Date : April 21, 2006
 Rev Date: June 21, 2006
 Sales Person : Tom Curts
 Sale Engineer : Tom Curts
 RP Tom Curts
 Room or Option Name: Rm.105 Multipurpose

Display System		Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location						
D1		32" Flat Panel CRT WEGA	Sony	KD-32FS170	1	\$ 771.24	\$ 771.24
D2		LCD Projector 1024x768 3500 Ansi	Eiki	LC-XG210	1	\$ 3,900.00	\$ 3,900.00
D3		LCD Projector Mount	Eiki	0173-4263	1	\$ 166.25	\$ 166.25
D4		Projector Ceiling Mount	Chief	CMA 440	1	\$ 95.31	\$ 95.31
Display System Total							\$ 4,932.80

Video System		Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location						
V1		DVD/VCR Combo unit	Sony	SLV-D370P	1	\$ 143.75	\$ 143.75
V2		Video Switcher M.L.S-506MA (70V)	Extron	60-386-03	1	\$ 1,618.75	\$ 1,618.75
V3					1	\$ -	\$ -
V4					1	\$ -	\$ -
Video System Total							\$ 1,762.50

Audio System		Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location						
A1		Ceiling Speakers	JBL	Control 26CT	6	\$ 130.00	\$ 780.00
A2		Wireless UHF Mic System	Shure	SLX124/85/SM58	1	\$ 877.19	\$ 877.19
A3		4x8 Digital System Processor	Shure	P4800	1	\$ 1,998.75	\$ 1,998.75
A4					1	\$ -	\$ -
Audio System Total							\$ 3,655.94

Control System	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
C1		Control Processor	Crestron	MC2E	1	\$ 875.00	\$ 875.00
C2		Wall Mount Touch Panel lsys 5" Active Matrix	Crestron	TPS-2000L	1	\$ 1,187.50	\$ 1,187.50
C3					1	\$ -	\$ -
C4					1	\$ -	\$ -
Control System Total							\$ 2,062.50

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
M1		Custom Podiums/Lectern	BPS	Custom	1	\$ 5,250.00	\$ 5,250.00
M2		Rackmount power sequencers	MAP	PD-915R	1	\$ 73.25	\$ 73.25
M3		Misc Cable, Connectors, Hardware, Materials	BPS	JM04000	1	\$ 1,250.00	\$ 1,250.00
M4					1	\$ -	\$ -
M5					1	\$ -	\$ -
Rack and Accessories Total							\$ 6,573.25

Equipment Summary	Quantity	Unit Price	Ext. Total
Display System	1	\$ 4,932.80	\$ 4,932.80
Video System	1	\$ 1,762.50	\$ 1,762.50
Audio System	1	\$ 3,655.94	\$ 3,655.94
Control System	1	\$ 2,062.50	\$ 2,062.50
Rack and Accessories	1	\$ 6,573.25	\$ 6,573.25
Equipment Subtotal			\$ 18,986.99

Technical Services	Job Code	Hours	Rate	Total
PreSales Design and Engineering	JL01100	0	\$ 100.00	\$ -
Project Design and Engineering	JL03100	2	\$ 100.00	\$ 200.00
Computer Aided Design	JL03200	2	\$ 88.00	\$ 176.00
Remote Control Programming	JL08000	10	\$ 88.00	\$ 880.00
Field Engineering	JL02185	8	\$ 88.00	\$ 704.00
Project Management	JL02150	8	\$ 88.00	\$ 704.00
		16		

Shop Labor	JL03300	10	\$ 88.00	\$ 880.00
Field Labor	JL04000	32	\$ 88.00	\$ 2,816.00
Documentation & Administration	JL09100	2	\$ 88.00	\$ 176.00
		44		
Per Diem & Travel Expenses	JE04000	0	\$ 88.00	\$ -
Subcontractor	JSC4000	0	\$ 88.00	\$ -
		0		
Technical Services Subtotal		74		\$ 6,536.00

TOTALS

Equipment Subtotal				\$ 18,986.99
Technical Services Subtotal				\$ 6,536.00
Service Agreement		No Service Agreement		\$ -
G&A				\$ -
Project Subtotal				\$ 25,522.99
CA Sales Tax		Tax Rate >>	7.75%	\$ 1,471.49
Shipping Estimate				\$ 569.61
Grand Total				\$ 27,564.09

Project Name : City of Sac. 911 Com.Center
 Project # : RFP PO61337012
 Original Date : April 21, 2006
 Rev Date: June 21, 2006
 Sales Person : Tom Curts
 Sale Engineer : Tom Curts
 RP Tom Curts
 Room or Option Name: Rm.109 Radio Room

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
D1		32" Flat Panel CRT WEGA	Sony	KD-32FS17	1	\$ 771.24	\$ 771.24
D2		LCD Projector 1024x768 3500 Ansl	Eiki	LC-XG210	1	\$ 3,900.00	\$ 3,900.00
D3		LCD Projector Mount	Eiki	0173-4263	1	\$ 166.25	\$ 166.25
D4		Projector Ceiling Mount	Chief	CMA 440	1	\$ 95.31	\$ 95.31
D4		Advantage Electrical 100" Diag. w/LVC	Dalite	84299L	1	\$ 1,698.75	\$ 1,698.75
Display System Total							\$ 6,631.55

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
V1		DVD/PCR Combo unit	Sony	SLV-D370H	1	\$ 143.75	\$ 143.75
V2		Video Switcher ML-S-506MA(70V)	Extron	60-386-03	1	\$ 1,618.75	\$ 1,618.75
V3		Computer Interface RGB109xi	Extron	60-289-01	1	\$ 568.75	\$ 568.75
V4					1	\$ -	\$ -
Video System Total							\$ 2,331.25

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
A1		Ceiling Speakers	JBL	Control 260	6	\$ 130.00	\$ 780.00
A2		Wireless UHF Mic System	Shure	SLX124/85	1	\$ 877.19	\$ 877.19
A3		4x8 Digital System Processor	Shure	P4800	1	\$ 1,998.75	\$ 1,998.75
A4					1	\$ -	\$ -

Audio System Total \$ 3,655.94

Control System	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
C1		Control Processor	Crestron	MC2E	1	\$ 875.00	\$ 875.00
C2		Wall Mount Touch Panel Sys 5" Active Matrix	Crestron	TPS-2000L	1	\$ 1,187.50	\$ 1,187.50
C3					1	-	-
C4					1	-	-
Control System Total							\$ 2,062.50

Rack, Accessories, and Misc. Materials	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
M1	Marshall	Custom Podiums/Lectern	BPS	Custom	1	\$ 5,250.00	\$ 5,250.00
M2		Rackmount power sequencers	MAP	PD-915R	1	\$ 73.25	\$ 73.25
M3		Misc Cable, Connectors, Hardware, Materials	BPS	JM04000	1	\$ 1,250.00	\$ 1,250.00
M4					1	-	-
M5					1	-	-
Rack and Accessories Total							\$ 6,573.25

Equipment Summary

Display System	\$ 6,631.55
Video System	\$ 2,331.25
Audio System	\$ 3,655.94
Control System	\$ 2,062.50
Rack and Accessories	\$ 6,573.25
Equipment Subtotal	\$ 21,254.49

Technical Services	Job Code	Hours	Rate	Total
PreSales Design and Engineering	JL01100	0	\$ 100.00	\$ -
Project Design and Engineering	JL03100	2	\$ 100.00	\$ 200.00
Computer Aided Design	JL03200	2	\$ 88.00	\$ 176.00
Remote Control Programming	JL08000	10	\$ 88.00	\$ 880.00
		14		
Field Engineering	JL02185	8	\$ 88.00	\$ 704.00

Project Management	JL02150	8	\$ 88.00	\$ 704.00
		16		
Shop Labor	JL03300	10	\$ 88.00	\$ 880.00
Field Labor	JL04000	32	\$ 88.00	\$ 2,816.00
Documentation & Administration	JL09100	2	\$ 88.00	\$ 176.00
		44		
Per Diem & Travel Expenses	JED4000	0	\$ 88.00	\$ -
Subcontractor	JSC4000	0	\$ 88.00	\$ -
		0		
Technical Services Subtotal		74		\$ 6,536.00

TOTALS				
Equipment Subtotal				\$ 21,254.49
Technical Services Subtotal				\$ 6,536.00
Service Agreement			No Service Agreement	\$ -
G&A				\$ 27,790.49
Project Subtotal				
CA Sales Tax		Tax Rate >>	7.75%	\$ 1,647.22
Shipping Estimate				\$ 637.63
Grand Total				\$ 30,075.34

Project Name : City of Sac. 911 Com.Center
 Project # : RFP PO61337012
 Original Date : April 21, 2006
 Rev Date: June 21, 2006
 Sales Person : Tom Curts
 Sale Engineer : Tom Curts
 RP Tom Curts
 Room or Option Name: Rm.111CAD/Phone

Display System		Description		Manufacturer		Model		Qty	Unit Price	Ext. Total
Item	Location									
D1		17"LCD Panel 1280 x 1024 Resolution		Samsung		710MP		21	\$ 354.20	\$ 7,438.20
D2								1	\$ -	\$ -
D3								1	\$ -	\$ -
D4								1	\$ -	\$ -
D5								1	\$ -	\$ -
Display System Total \$										7,438.20

Video System		Description		Manufacturer		Model		Qty	Unit Price	Ext. Total
Item	Location									
V1		DVD/PCR Combo unit		Sony		SLV-D360P		1	\$ 143.75	\$ 143.75
V2		System 7SC		Extron		60-340-01		1	\$ 3,743.75	\$ 3,743.75
V3		1x6 VGA DA P/2 DA6xi		Extron		60-245-03		4	\$ 343.75	\$ 1,375.00
V4								1	\$ -	\$ -
Video System Total \$										5,262.50

Audio System		Description		Manufacturer		Model		Qty	Unit Price	Ext. Total
Item	Location									
A1		Audio Amp		QSC		302V		1	\$ 676.75	\$ 676.75
A2		Ceiling Speakers		JBL		Control 26CT		9	\$ 130.00	\$ 1,170.00
A3		Wireless UHF Mic System		Shure		SLX124/85/S		1	\$ 877.19	\$ 877.19
A4		4x8 Digital System Processor		Shure		P4800		1	\$ 1,998.75	\$ 1,998.75
A5		Wireless UHF Mic Headset		Shure		LC-99		1	\$ 156.25	\$ 156.25

Audio System Total \$ 4,878.94

Control System	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
C1		Control Processor	Crestron	MC2E	1	\$ 875.00	\$ 875.00
C2		Wall Mount Touch Panel 5" Active Matrix	Crestron	TPS-2000L	1	\$ 1,187.50	\$ 1,187.50
C3					1	\$ -	\$ -
Control System Total							\$ 2,062.50

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
M1		Equipment Cabinet	BPS	Custom	1	\$ 512.50	\$ 512.50
M2		Rackmount power sequencers	MAP	PD-915R	1	\$ 73.25	\$ 73.25
M3		DVD/VCR Custom Rack Shelf	MAP	RSH4S	1	\$ 87.70	\$ 87.70
M4		Misc Cable, Connectors, Hardware, Materials	BPS	JM04000	1	\$ 1,875.00	\$ 1,875.00
Rack and Accessories Total							\$ 2,548.45

Equipment Summary			
Display System			\$ 7,438.20
Video System			\$ 5,262.50
Audio System			\$ 4,878.94
Control System			\$ 2,062.50
Rack and Accessories			\$ 2,548.45
Equipment Subtotal			\$ 22,190.59

Technical Services	Job Code	Hours	Rate	Total
PreSales Design and Engineering	JL01100	0	\$ 100.00	\$ -
Project Design and Engineering	JL03100	2	\$ 100.00	\$ 200.00
Computer Aided Design	JL03200	2	\$ 88.00	\$ 176.00
Remote Control Programming	JL08000	10	\$ 88.00	\$ 880.00
		14		
Field Engineering	JL02185	8	\$ 88.00	\$ 704.00
Project Management	JL02150	8	\$ 88.00	\$ 704.00
		16		

Shop Labor	JL03300	8	\$	88.00	\$	704.00
Field Labor	JL04000	32	\$	88.00	\$	2,816.00
Documentation & Administration	JL09100	4	\$	88.00	\$	352.00
		44				
Per Diem & Travel Expenses	JE04000	0	\$	88.00	\$	-
Subcontractor	JSC4000	0	\$	88.00	\$	-
		0				
Technical Services Subtotal		74			\$	6,536.00

TOTALS

Equipment Subtotal					\$	22,190.59
Technical Services Subtotal					\$	6,536.00
Service Agreement			No Service Agreement		\$	-
G&A					\$	-
Project Subtotal					\$	28,726.59
CA Sales Tax			Tax Rate >>	7.75%	\$	1,719.77
Shipping Estimate					\$	665.72
Grand Total					\$	31,112.08

Project Name : City of Sac. 911 Com.Center
 Project # : RFP PO61337012
 Original Date : April 21, 2006
 Rev Date: June 21, 2006
 Sales Person : Tom Curts
 Sale Engineer : Tom Curts
 RP Tom Curts
 Room or Option Name: Rm.117 Communications

Display System		Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location						
D1		61" Plasma	Pioneer	PDP614MX	2	\$ 8,206.25	\$ 16,412.50
D2		Plasma Wall Mount Dual Arm	Chief	PNR-2043	2	\$ 611.63	\$ 1,223.26
D3					1	\$ -	\$ -
D4					1	\$ -	\$ -
D5					1	\$ -	\$ -
Display System Total							\$ 17,635.76

Video System		Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location						
V1		DVD/VCR Combo unit	Sony	SLV-D370P	1	\$ 143.75	\$ 143.75
V2		84HVA Matrix	Extron	60-219-06	1	\$ 2,243.75	\$ 2,243.75
V3					1	\$ -	\$ -
V4					1	\$ -	\$ -
V5					1	\$ -	\$ -
Video System Total							\$ 2,387.50

Audio System		Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location						
A1		Audio Amp 4Ch.	QSC	CX 404	1	\$ 898.31	\$ 898.31
A2		4x8 Digital System Processor	Shure	P4800	1	\$ 1,998.75	\$ 1,998.75
A3					1	\$ -	\$ -
Audio System Total							\$ 2,897.06

Control System		Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location						
C1		Control Processor	Crestion	MC2E	1	\$ 875.00	\$ 875.00
C2		Wall Mount Touch Panel sys 5" Acti	Crestion	TPS-2000L	1	\$ 1,187.50	\$ 1,187.50
C3					1	\$ -	\$ -
Control System Total							\$ 2,062.50

Rack, Accessories, and Misc. Materials		Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location						
M1		Equipment Cabinet	BPS	Custom	1	\$ 250.00	\$ 250.00
M2		Rackmount power sequencers	MAP	PD-915R	1	\$ 73.25	\$ 73.25
M3		DVD/VCR Custom Rack Shelf	MAP	RSH4S	1	\$ 87.70	\$ 87.70
M4					1	\$ -	\$ -
M5					1	\$ -	\$ -
M6					1	\$ -	\$ -
M7		Misc Cable, Connectors, Hardware,	BPS	JM04000	1	\$ 1,250.00	\$ 1,250.00
Rack and Accessories Total							\$ 1,660.95

Equipment Summary		Display System	\$ 17,635.76
		Video System	\$ 2,387.50
		Audio System	\$ 2,897.06
		Control System	\$ 2,062.50
		Rack and Accessories	\$ 1,660.95
		Equipment Subtotal	\$ 26,643.77

Technical Services		Job Code	Hours	Rate	Total
PreSales Design and Engineering		JL01100	0	\$ 100.00	\$ -
Project Design and Engineering		JL03100	4	\$ 100.00	\$ 400.00
Computer Aided Design		JL03200	4	\$ 88.00	\$ 352.00
Remote Control Programming		JL08000	15	\$ 88.00	\$ 1,320.00
			23		
Field Engineering		JL02185	8	\$ 88.00	\$ 704.00

Project Management	JL02150	8	\$	88.00	\$	704.00
		16				
	JL03300	16	\$	88.00	\$	1,408.00
Shop Labor	JL04000	48	\$	88.00	\$	4,224.00
Field Labor	JL09100	2	\$	88.00	\$	176.00
Documentation & Administration		66				
Per Diem & Travel Expenses	JE04000	0	\$	88.00	\$	-
Subcontractor	JSC4000	0	\$	88.00	\$	-
		0				
Technical Services Subtotal		105			\$	9,288.00

TOTALS						
Equipment Subtotal						\$ 26,643.77
Technical Services Subtotal						\$ 9,288.00
Service Agreement			No Service Agreement			\$ -
G&A						\$ 35,931.77
Project Subtotal						
CA Sales Tax			Tax Rate >>	7.75%		\$ 2,064.89
Shipping Estimate						\$ 799.31
Grand Total						\$ 38,795.97

Project Name : City of Sac. 911 Com.Center
 Project # : RFP PO61337012
 Original Date : April 21, 2006
 Rev Date: June 21, 2006
 Sales Person : Tom Curts
 Sale Engineer : Tom Curts
 RP Tom Curts
 Room or Option Name: Fitness Rm.143

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
D1		32" LCD	Sharp	32D7U	1	\$ 2,125.00	\$ 2,125.00
D2		LCD Wall Mount Fixed Mount	Chief	FSB-4226B	1	\$ 60.38	\$ 60.38
D3					1	\$ -	\$ -
Display System Total							\$ 2,185.38

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
V1		DVD/VCR Combo unit	Sony	SLV-D370P	1	\$ 143.75	\$ 143.75
V2					1	\$ -	\$ -
V3					1	\$ -	\$ -
Video System Total							\$ 143.75

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
A1					1	\$ -	\$ -
A2					1	\$ -	\$ -
Audio System Total							\$ -

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
C1					1	\$ -	\$ -

C2			1	\$	-	\$	-
Control System Total \$							-

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
M1		Rackmount power sequencers	MAP	PD-915R	1	\$ 73.25	\$ 73.25
M2		Equip. Rack 18RU	MAP	BRK-18	1	\$ 187.50	\$ 187.50
M3		DVD/VCR Custom Rack Shelf	MAP	RSH4S	1	\$ 87.70	\$ 87.70
M4					1	\$ -	\$ -
M5		Misc Cable, Connectors, Hardware, BPS		JM04000	1	\$ 625.00	\$ 625.00
Rack and Accessories Total \$							973.45

Equipment Summary			
Display System		\$	2,185.38
Video System		\$	143.75
Audio System		\$	-
Control System		\$	-
Rack and Accessories		\$	973.45
Equipment Subtotal		\$	3,302.58

Technical Services	Job Code	Hours	Rate	Total
PreSales Design and Engineering	JL01100	0	\$ 100.00	\$ -
Project Design and Engineering	JL03100	0	\$ 100.00	\$ -
Computer Aided Design	JL03200	1	\$ 88.00	\$ 88.00
Remote Control Programming	JL08000	0	\$ 88.00	\$ -
Field Engineering	JL02185	0	\$ 88.00	\$ -
Project Management	JL02150	2	\$ 88.00	\$ 176.00
Shop Labor	JL03300	4	\$ 88.00	\$ 352.00
Field Labor	JL04000	16	\$ 88.00	\$ 1,408.00
Documentation & Administration	JL09100	0	\$ 88.00	\$ -
Per Diem & Travel Expenses	JE04000	0	\$ 88.00	\$ -
Subcontractor	JSC4000	0	\$ 88.00	\$ -

Technical Services Subtotal	0	23	\$	2,024.00
-----------------------------	---	----	----	----------

TOTALS

Equipment Subtotal			\$	3,302.58
Technical Services Subtotal			\$	2,024.00
Service Agreement		No Service Agreement	\$	-
G&A			\$	-
Project Subtotal			\$	5,326.58

CA Sales Tax		Tax Rate ->	7.75%	\$	255.95
Shipping Estimate				\$	99.08

Grand Total			\$	5,681.61
-------------	--	--	----	----------

Project Name : City of Sac. 911 Com.Center
 Project # : RFP PO61337012
 Original Date : April 21, 2006
 Rev Date: June 21, 2006
 Sales Person : Tom Curts
 Sale Engineer : Tom Curts
 RP Tom Curts
 Room or Option Name: Break Rm.101

Display System		Description		Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location							
D1		32" LCD		Sharp	32D7U	1	\$ 2,125.00	\$ 2,125.00
D2						1	\$ -	\$ -
D3						1	\$ -	\$ -
Display System Total							\$	2,125.00

Video System		Description		Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location							
V1		DVD/VCR Combo unit		Sony	SLV-D37	1	\$ 143.75	\$ 143.75
V2		Video Switcher ML S-304MA (70v)		Extron	60-550-Q	1	\$ 743.75	\$ 743.75
V3						1	\$ -	\$ -
Video System Total							\$	887.50

Audio System		Description		Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location							
A1		Ceiling Speakers		JBL	Control 2	9	\$ 130.00	\$ 1,170.00
A2						1	\$ -	\$ -
Audio System Total							\$	1,170.00

Control System		Description		Manufacturer	Model	Qty	Unit Price	Ext. Total
Item	Location							
C1		MLC 104 Controller		Extron	60-665-Q	1	\$ 543.75	\$ 543.75

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
C2					1	\$ -	\$ -
C3					1	\$ -	\$ -
Control System Total							\$ 543.75

Item	Location	Description	Manufacturer	Model	Qty	Unit Price	Ext. Total
M1		Equipment Cabinet	BPS	Custom	1	\$ 250.00	\$ 250.00
M2		Rackmount power sequencers	MAP	PD-915R	1	\$ 73.25	\$ 73.25
M3		DVD/VCR Custom Rack Shelf	MAP	RSH4S	1	\$ 87.70	\$ 87.70
M4					1	\$ -	\$ -
M5					1	\$ -	\$ -
M6					1	\$ -	\$ -
M7		Misc Cable, Connectors, Hardware, JBPS	BPS	JM0400Q	1	\$ 1,250.00	\$ 1,250.00
Rack and Accessories Total							\$ 1,660.95

Equipment Summary			
Display System		\$	2,125.00
Video System		\$	887.50
Audio System		\$	1,170.00
Control System		\$	543.75
Rack and Accessories		\$	1,660.95
Equipment Subtotal		\$	6,387.20

Technical Services	Job Cod	Hours	Rate	Total
PreSales Design and Engineering	JL01100	0	\$ 100.00	\$ -
Project Design and Engineering	JL03100	0	\$ 100.00	\$ -
Computer Aided Design	JL03200	2	\$ 88.00	\$ 176.00
Remote Control Programming	JL08000	0	\$ 88.00	\$ -
		2		
Field Engineering	JL02185	0	\$ 88.00	\$ -
Project Management	JL02150	2	\$ 88.00	\$ 176.00
		2		
Shop Labor	JL03300	0	\$ 88.00	\$ -
Field Labor	JL04000	16	\$ 88.00	\$ 1,408.00
Documentation & Administration	JL09100	1	\$ 88.00	\$ 88.00

Per Diem & Travel Expenses		JE04000	0	\$ 88.00	\$ -
Subcontractor		JSC4000	0	\$ 88.00	\$ -
			0		
Technical Services Subtotal			21		\$ 1,848.00

TOTALS

Equipment Subtotal					\$ 6,387.20
Technical Services Subtotal					\$ 1,848.00
Service Agreement		No Service Agreement			\$ -
G&A					\$ 8,235.20
Project Subtotal					
CA Sales Tax		Tax Rate >>	7.75%		\$ 495.01
Shipping Estimate					\$ 191.62
Grand Total					\$ 8,921.83

SECTION 5 – PRICING SHEET

PRICING SCHEDULE

CATEGORY I (Equipment)

BASE BID

<u>Room</u> <u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
Room 216		****SEE ATTACHMENT****		\$ 30,339.62
Room 202		****SEE ATTACHMENT****		\$ 26,726.55
Room 105		****SEE ATTACHMENT****		\$ 27,564.09
Room 109		****SEE ATTACHMENT****		\$ 30,075.34
Room 111		****SEE ATTACHMENT****		\$ 31,112.08
Room 117		****SEE ATTACHMENT****		\$ 38,795.97
Fitness Room		****SEE ATTACHMENT****		\$ 5,681.61
Break Room 101				

****SEE ATTACHMENT****

\$	8,921.83
----	----------

\$	199,217.09
----	------------

Additional components required \$ 0 \$ 0
(List on separate sheet if necessary)

Manufacturer/Model	
Manufacturer/Model	
Manufacturer/Model	
Subtotal	\$ 136,820.86
Sales Tax (7.75%)	\$ 10,603.61
Freight	\$ 4,104.62
Total - Category I	\$ 151,529.09

CATEGORY II (Labor)

Item	Qty	Description	Total - Category II
1	1 lot	Installation of A/V Equipment	
		(Reference Attachment I to Exhibit A - 1.05 Scope of Work)	\$ 47,688.00

TOTAL CATEGORY I	\$ 151,529.09
TOTAL CATEGORY II	\$ 47,688.00
TOTAL CATEGORY III	\$ -
GRAND TOTAL	\$ 199,217.09

EXHIBIT C
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall Not furnish any facilities or equipment for this Agreement.

**EXHIBIT D
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT'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 CONSULTANT under the provisions of this Agreement, and CONSULTANT shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT 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 CONSULTANT'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 CONSULTANT, in the performance of its obligations hereunder, 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 CONSULTANT for accomplishing such results. To the extent that CONSULTANT 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 CONSULTANT's sole discretion based on the CONSULTANT's determination that such use will promote CONSULTANT's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONSULTANT 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 CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. 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 CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT'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 CONSULTANT. CONSULTANT may represent, perform services for, or be employed by such additional persons or companies as CONSULTANT sees fit provided that CONSULTANT does not violate the provisions of Section 5, below.
2. **Licenses; Permits, Etc.** CONSULTANT represents and warrants that CONSULTANT has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement. CONSULTANT represents and warrants that CONSULTANT 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 CONSULTANT to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation, CONSULTANT 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.** CONSULTANT 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 CONSULTANT'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. **CONSULTANT Not Agent.** Except as CITY may specify in writing, CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
 5. **Conflicts of Interest.** CONSULTANT 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 CONSULTANT's performance of Services under this Agreement. CONSULTANT 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. CONSULTANT 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 CONSULTANT is or employs a former officer or employee of the CITY, CONSULTANT and any such employee(s) shall comply with the provisions of Sacramento Municipal Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
 6. **Confidentiality of CITY Information.** During performance of this Agreement, CONSULTANT 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. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT 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, CONSULTANT 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 CONSULTANT of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONSULTANT Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONSULTANT 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. CONSULTANT shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONSULTANT by CITY, whether received in connection with CONSULTANT's proposal to CITY or in connection with any Services performed by CONSULTANT, 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 CONSULTANT of any request for the disclosure of such information. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT of any rights regarding the information designated "trade secret" by

CONSULTANT, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONSULTANT shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California. All products of whatsoever nature that CONSULTANT 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 CONSULTANT's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONSULTANT shall assign only competent personnel to perform Services pursuant to this Agreement. CONSULTANT shall notify CITY in writing of any changes in CONSULTANT'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 CONSULTANT 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, CONSULTANT 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, set forth on the first page of the Agreement, and shall continue in effect until 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 CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT 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 CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
- (1) CONSULTANT 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 CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT 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 CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONSULTANT shall indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable 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"), to the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not (i) such Liabilities also are caused in part by the passive negligence of the CITY, its officers or employees, (ii) the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the CONSULTANT, or (iii) such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend: CONSULTANT shall, upon CITY's request, defend at CONSULTANT's sole cost any action, claim, suit, cause of action or portion thereof that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its sub-consultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 10, 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 CONSULTANT 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. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONSULTANT is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONSULTANT under this Agreement. No additional compensation will be provided for CONSULTANT's insurance premiums.

It is understood and agreed by the CONSULTANT 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 CONSULTANT in connection with this Agreement.

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, 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 on an occurrence basis 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 CONSULTANT.

No automobile liability insurance shall be required if CONSULTANT completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONSULTANT initials)

- (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 for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONSULTANT.

No Workers' Compensation insurance shall be required if CONSULTANT 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." _____ (CONSULTANT initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY by selecting the option below:

_____ Professional liability insurance is required and must be continued for at least _____ year(s) following the completion of all Services and Additional Services under this Agreement.

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 CONSULTANT, products and completed operations of CONSULTANT, and premises owned, leased or used by CONSULTANT. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (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.

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONSULTANT's insurance coverage 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 CONSULTANT'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 CONSULTANT'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:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

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

F. Subcontractors

CONSULTANT 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.

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

- A. Compliance With Regulations: CONSULTANT shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONSULTANT, 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. CONSULTANT 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 CONSULTANT for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT'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: CONSULTANT 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT 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 CONSULTANT 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 CONSULTANT under this Agreement until CONSULTANT complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONSULTANT 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. CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT may request CITY to enter such litigation to protect the interests of CITY.
13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONSULTANT, and by CITY, in accordance with applicable provisions of the Sacramento Municipal Code.
14. **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.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONSULTANT, 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.
16. **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.

17. **Assignment Prohibited.** The expertise and experience of CONSULTANT 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 CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT 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.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento Municipal Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On 6/27/06 (Date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for DDO Inc (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento Municipal Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I Street, 4th Floor
Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I Street, 4th Floor
Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

MT. HAWLEY INSURANCE CO.
Peoria, Illinois

Date (MM/DD/YY)
6/27/2006

Certificate of Liability Insurance

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Producer
Powers & Co
P O Box 619043

ROSEVILLE
Phone: 8002283380

CA 95661
Fax: 8667013101

Insured
BETTER PRESENTATION SYSTEMS.
2008 OPPORTUNITY DRIVE, #170

ROSEVILLE CA 95678

Companies Affording Coverage	
Company A:	MT. HAWLEY INSURANCE CO.
Company B:	
Company C:	
Company D:	

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, not withstanding 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Contractor's Protective Liability <input type="checkbox"/> Terrorism Policy <input type="checkbox"/> Contractor's Special Form	AC20005352	06/21/2006	06/21/2007	General Aggregate	\$ 2,000,000
					Products - Comp/Op Agg.	\$ 1,000,000
					Personal & Adv. Injury	\$ 1,000,000
					Each Occurrence	\$ 1,000,000
					Fire Damage (Any one fire)	\$ 100,000
					Med Exp. (Any one person)	\$ 10,000
Commercial Umbrella					Each Occurrence	\$ 0
					Aggregate	\$ 0
Commercial Excess Umbrella					Each Occurrence	\$ 0
					Aggregate	\$ 0
Commercial Excess Liability					Each Occurrence	\$ 0
					Aggregate	\$ 0

Certificate Holder
City of Sacramento
1000 I Street

Sacramento

CA 95814

Richard W. Quehl
Richard Quehl, Home Office Underwriting Executive

MT. HAWLEY INSURANCE CO.
Peoria, Illinois

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on page one of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

For questions regarding the content of this certificate, please contact the Producer/Agent at the phone number listed on the certificate.

Policy Number: AC20005352

Mt. Hawley Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM C)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (SECTION II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

To the extent required under contract, this policy will apply as primary insurance to additional insureds scheduled above and other insurance which may be available to such additional insureds will be non-contributory.

SECTION IV., Condition 4., of this policy is amended accordingly.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: AC20005352

Mt. Hawley Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us Condition (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS)** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

POWERS & COMPANY
 PO BOX 619043
 ROSEVILLE, CA 95661
 916-630-8643



Policy number: 03351386-0

Underwritten by:
 PROGRESSIVE CASUALTY INSURANCE CO
 June 27, 2006
 Page 1 of 2

Certificate of Insurance

Certificate Holder	Insured	Agent
CITY OF SACRAMENTO 1000 I STREET SACRAMENTO, CA 95814	BETTER PRESENTATION SYSTEMS, INC. 2008 OPPORTUNITY DR ROSEVILLE, CA 95678	POWERS & COMPANY PO BOX 619043 ROSEVILLE, CA 95661

This document certifies that insurance policies identified below have been issued by the designated insurer to the Insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jan 6, 2006

Policy Expiration Date: Jan 6, 2007

Insurance coverage(s)	Limits
UNINSURED/UNDERINSURED MOTORIST	\$500,000/\$500,000
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
EMPLOYER'S NON-OWNED AUTO BIPD	\$1,000,000 COMBINED SINGLE LIMIT
HIRED AUTO BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT

Description of Location/Vehicles/Special Items

Scheduled autos only

2002 VOLKSWAGEN PASSAT GLS WVVWPH63B32P035181	Stated Amount	\$16,000
MEDICAL PAYMENTS	\$5,000	
COMPREHENSIVE	\$500 DED	
COLLISION	\$500 DED	
1998 FORD ECON VN SUPR E2 1FTNS24L9WHA01075	Stated Amount	\$8,600
MEDICAL PAYMENTS	\$5,000	
COMPREHENSIVE	\$500 DED	
COLLISION	\$500 DED	

Policy number: 03351386-0

Page 2 of 2

Certificate number

17806NET386

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to read "Joe Mandy". The signature is written in a cursive style with a large, stylized initial "J".

Form 5241 (10/02)