



AGENDA REPORT

Meeting Date: December 18, 2012
Item Number: G-11
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**
Attachments: 1. Agreement

Item A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PRO SOUND CA, INC. FOR CITY HALL COUNCIL CHAMBERS AND ROOM 280A AUDIOVISUAL AND TELEVISION PRODUCTION SYSTEM IMPROVEMENTS; AND

APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$300,000 FOR THE CONTRACT WORK INCLUDING CONTINGENCY

RECOMMENDATION

Staff recommends that the City Council award the contract related to Bid No. 13-17 to Pro Sound CA, Inc. for the City Hall Council Chambers and Room 280A Audiovisual and Television Production System Improvements, and approve a purchase order in the amount of \$300,000, including all related equipment and services in the amount of \$273,722.85, and contingency funds in an amount not to exceed \$26,277.15.

INTRODUCTION

Existing audiovisual infrastructure in the City Council chambers and Room 280A supports a variety of presentations during meetings and events. Additionally, City Council meetings are recorded and aired on the cable TV channel and published on the website.

This project is the result of systems reaching the end of their service life. The aging components for both areas require replacement at this time to ensure continuity of services. The Council Chambers audio system was installed in 2001 and the audio system in Room 280A was installed in 1999. The media presentation systems for both, including displays and integration with the audio systems, were completed in 2006 and 2007. Additionally, the City Council directed staff to add to Room 280A television production capabilities to enable recording and airing of City commission meetings.

DISCUSSION

On August 13, 2012, the City engaged Electrosonic Design Consulting to design the project and prepare construction plans and specifications for inclusion in the bid documents. The design included an itemized list of all electronics, display panels, and audiovisual/television production equipment. The new functionality for Room 280A will be fully integrated into the existing City Hall television production control room and will allow for professional recordings and airings of commission meetings.

On October 24th, the City released a formal bid, Bid No. 13-17 for City Hall Council Chambers and Room 280A Audio/Visual and Television Production System Improvements. Staff conducted a non-mandatory site walk-through on November 1st which was attended by five companies. On November 7th, the City issued Bid Addendum #1, which contained responses to cumulative questions received during the question period. The City received six sealed bids which were opened on November 14th. Based on competitive pricing, level of detail, experience and completeness of the bid proposal, staff recommends awarding the contract to Pro Sound CA, Inc., the lowest responsible bidder.

The summary of bid proposal responses is as follows:

Vendor Name	Bid Amount
Golden Star Technology, Inc.	\$243,700.61
Pro Sound CA, Inc.	\$273,722.85
CCS Presentation Systems, Inc.	\$350,801.73
Presentation Products, Inc. DBA Spinitar	\$362,530.95
AVI-SPL	\$382,266.35
Digital Networks Group, Inc.	\$454,176.60

Golden Star Technology was the low bidder. However, the proposal submitted by Golden Star was disqualified as nonresponsive because it was incomplete and did not contain detailed scope to ensure that the vendor and the City would be agreeing to the same equipment and services. Additionally, they presented only two years of relevant experience when the bid documents requested five years of relevant experience. These deficiencies disqualified Golden Star as a responsible bidder.

Pro Sound submitted a fully responsive bid which detailed all of the equipment and services required by the bid, and demonstrated competitive pricing that was under the estimated costs for the project. Review of Pro Sound's references confirms the company has successfully executed multiple municipal projects of similar scope. Consequently, Pro Sound, the second lowest bidder, and the lowest responsible bidder, is the recommended vendor for purposes of awarding the contract.

FISCAL IMPACT

The total cost as detailed in the Pro Sound bid proposal for all equipment and services is \$273,722.85, which is approximately 10% below the consultant's cost estimate for the project. With contingency funds just under 10% of the overall project in the amount of \$26,277.15, the purchase order amount totals \$300,000.

Funds have been budgeted in CIP project for this purpose.

**Item B. STATE OF CALIFORNIA, DEPARTMENT OF INDUSTRIAL RELATIONS,
OFFICE OF SELF-INSURANCE PLANS ASSESSMENT FEE FOR SELF-
INSURED WORKERS' COMPENSATION PLANS**

RECOMMENDATION

Staff recommends that the City Council approve the purchase order and the payment of the State of California, Department of Industrial Relations, Office of Self-Insurance Plans annual assessment in the amount of \$83,094.40.

INTRODUCTION

The State of California assesses all employers in the State of California fees to offset the costs of the administration of the workers' compensation program at the state level. These fees help fund the Department of Industrial Relations, Cal OSHA and the various fraud and labor enforcement divisions. Normally these fees are included as part of a workers' compensation insurance policy. Self-insured entities such as the City of Beverly Hills are required to pay these fees, and are independently assessed for the fiscal year, payable in January.

DISCUSSION

In the past, the assessment has been below the level requiring City Council action. However, the fees for the current fiscal year increased almost 80%, going from \$46,617.27 to the current assessment amount of \$83,094.40. These fees are a mandatory part of running a self-insurance workers' compensation program.

FISCAL IMPACT

Funds are budgeted within the Administrative Services Budget.

**Item C. APPROVAL OF A CHANGE ORDER FOR ACCOUNTEMPS, A
PROFESSIONAL CORPORATION, FOR TEMPORARY STAFFING
ASSISTANCE IN THE AMOUNT OF \$41,000 FOR A TOTAL NOT-TO-
EXCEED \$73,000**

RECOMMENDATION

Staff recommends that the City Council move to approve a change purchase order in the amount of \$41,000 to Accountemps during fiscal year 2012-2013 for a total not-to-exceed amount of \$73,000.

INTRODUCTION

Accountemps has provided temporary staffing assistance, primarily to the Accounting department of City for several years.

DISCUSSION

\$32,000 was initially budgeted for Fiscal Year 2012-2013. However, additional services are needed to reflect a recent vacancy of a Principal Accountant until the position is filled. Additional temporary assistance is required to help backfill accounting duties while regular staff time is committed to the implementation of the City's new Enterprise Resource Program (ERP) software system.

Meeting Date: December 18, 2012

FISCAL IMPACT

Funds related to this change are available and will be allocated from applicable salary savings as well as appropriate Capital Improvement Project funding sources.


Noel Marquis
Approved By _____

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
PRO SOUND CA, INC. FOR CITY HALL COUNCIL CHAMBERS
AND ROOM 280A AUDIOVISUAL AND TELEVISION
PRODUCTION SYSTEM IMPROVEMENTS

NAME OF CONTRACTOR: Pro Sound CA, Inc.

RESPONSIBLE PRINCIPAL
OF CONTRACTOR: Shawn Siquiera Risberg, President

CONTRACTOR'S ADDRESS: 7401 Laurel Canyon Blvd., Suite #29
North Hollywood, CA 91605

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Schirmer
Chief Information Officer

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: June 30, 2013

CONSIDERATION: Not to exceed \$300,000.00, including
equipment and services in the amount of
\$273,722.85, and contingency funds in the
amount of \$26,277.15, as detailed in Exhibit
B, Schedule and Rates of Payment

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
PRO SOUND CA, INC. FOR CITY HALL COUNCIL CHAMBERS
AND ROOM 280A AUDIOVISUAL AND TELEVISION
PRODUCTION SYSTEM IMPROVEMENTS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Pro Sound CA, Inc., (hereinafter called "Contractor").

RECITALS

A. City circulated a Request for Proposals dated October 24, 2012 (the "RFP") seeking bids related to the City Hall Council Chambers and Room 280a Audio/Visual and Television Production System project (Bid. No. 13-17). Contractor submitted a proposal dated November 14, 2012 (the "Proposal") in response to the RFP. The RFP and the Proposal are incorporated herein by this reference and made a part of this Agreement to the extent the terms contained therein are consistent with the terms set forth in this Agreement.

B. City desires completely integrated audiovisual and production system improvements for City Council Chambers and Room 280A including all related equipment and services (the "Services") as set forth in Exhibit A ("Scope of Services"), and Attachment 1 to Exhibit A ("Equipment List"), attached hereto and incorporated herein by this reference, and in the RFP and the Proposal.

C. Contractor represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Contractor's Services. Contractor shall provide the Services described in Exhibit A, the RFP and the Proposal in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by Consultant must be made in writing and approved by both parties. Notwithstanding, any changes must not exceed the total Consideration identified above.

Section 2. Time of Performance.

(a) Contractor shall commence its services under this Agreement upon receipt of a written notice to proceed from City. The notice to proceed shall be in the form of a duly authorized purchase order, issued by the City.

(c) Contractor shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee, unless sooner terminated pursuant to Section 14 of this Agreement.

Section 3. Compensation.

(a) Compensation

City agrees to compensate Contractor for the services and/or goods provides under this Agreement, and Contractor agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, Schedule and Rates of Payment, attached hereto and incorporated herein.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

Section 4. Method of Payment. Unless otherwise provided for herein, Consultant shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 6. Assignment and Subcontracting. Contractor shall not assign or attempt to assign any portion of this Agreement, or subcontract any required performance hereunder, without the prior written approval of City. Contractor, however, shall at all times be responsible for the services performed by any subcontractors.

Section 7. Party Representatives.

(a) Contractor: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without the prior written consent of City.

(b) City Representative. The City Manager or his designee shall represent City in the implementation of this Agreement.

Section 8. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform Contractor's services under this Agreement.

Section 9. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of Contractor. Contractor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner

with the performance of the Services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Contractor.

Section 11. Insurance.

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Services required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) Contractor shall require each of its sub-Contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(e) At all times during the term of this Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or a form acceptable to the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by Contractor shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the

deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification.

(a) Contractor agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any claim, liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Contractor, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(b) Contractor agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Contractor under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 13. Warranty. Contractor warrants that for a period of one year from the date of substantial completion and acceptance that the Services will conform to the professional and technical standards in the audiovisual and television production industries. During the warranty period, City may require Contractor to re-perform the Services, which do not substantially conform to such standards, at no additional cost to the City.

Section 14. Termination.

(a) City may cancel this Agreement, with or without cause, at any time upon five (5) calendar day's written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid full compensation for all services performed by Contractor, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Contractor shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Contractor for the full performance of the services required by this Agreement.

Section 15. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's services.

Section 16. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Contractor and compensated by City pursuant to this Agreement as City deems appropriate.

Section 17. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 18. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 19. Precedence. In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 23. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than City and Contractor, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

EXECUTED the _____ day of _____ 20____, at Beverly Hills, California.

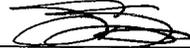
CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of
Beverly Hills, California

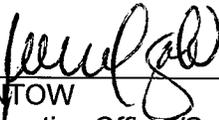
ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONTRACTOR:
PRO SOUND CA, INC.

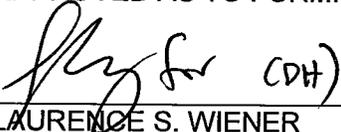


SHAWN SIQUIERA RISBERG
President



ROD SINTOW
Chief Executive Officer/Secretary

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

Contractor shall provide a complete turnkey solution for the audiovisual and television production control system (AVC) for the City of Beverly Hills Television Production Systems Upgrade Project ("Project"), including all audiovisual and production system improvements for City Council Chambers and Room 280A ("Systems"), and all related equipment and services as detailed below and as identified in the attached Equipment List (Attachment 1 to Exhibit A), as directed by City.

TASK 1: Project Management

Contractor shall provide project management for the entire term of this Agreement, including, but not limited to coordinating site meetings, providing engineered drawings, ensuring timely procurement of all equipment and supplies, successful Systems fabrication, installation (including low voltage and high voltage cable/conduit supply and install as required), testing, commissioning, programming, training and warranty for a full turnkey deliverable to the City of Beverly Hills.

Contractor's designated Project Manager shall ensure that all Project tasks are completed according to the established schedule upon Project kick-off, that all current system functionality remains available based on the City's requirements for City Hall Council Chambers and Room 280A for City Council meetings and City Commission meetings, and that all complete documentation is provided to City in a timely manner.

TASK 2: Council Chambers

Contractor shall provide all equipment and services related to provision, installation, configuration and integration of the following components in City Hall Council Chambers.

- a) Provide a digital video distribution system with high definition capability.
- b) Provide a new digital video matrix and presentation connectivity.
- c) Replace the audio digital signal processing (DSP) system.
- d) Replace the wireless and wired microphone systems.
- e) Upgrade the AMX control system, touch screens and programming.
- f) Upgrade AV networking.
- g) Provide new LED-LCD dais and wall monitors.
- h) Remove all replaced or discarded equipment.

TASK 3: Room 280A

Contractor shall provide all equipment and services related to provision, installation, configuration and integration of the following components in City Hall Room 280A.

- a) Provide a digital video distribution system with high definition capability.
- b) Provide a new digital video matrix and presentation connectivity.
- c) Provide wireless and wired microphone systems.
- d) Provide an AMX control system, touch screens and programming.
- e) Provide required AV networking.
- f) Provide four (4) new SDI/HD-SDI remote pan/tilt cameras, including new required AC power drops in the ceiling.
- g) Provide new LED-LCD wall monitors.
- h) Replace current ceiling speakers
- i) Remove all replaced or discarded equipment.

TASK 4: TV Production Control Room

Contractor shall provide all equipment and services related to provision, installation, configuration and integration of the following components in the City's TV Production Control Room in City Hall.

- a) Replace the current analog audio console with a digital console.
- b) Provide a new remote camera control unit for the new Room 280A camera system.
- c) Provide a new audio DSP head end processor.
- d) Provide a new digital video matrix and connections into the existing TV broadcast system.
- e) Replace the current control touch screens and programming.
- f) Remove all replaced or discarded equipment.

TASK 5: Testing

Contractor shall work with the City to develop and conduct all necessary testing of the equipment, Systems components and overall Systems to ensure full functionality and integration of the upgrades with the City's existing systems, and to ensure that the upgraded Systems function according to the published specifications.

TASK 6: Training

Contractor shall work with the City to develop an appropriate training schedule for Systems administrators / users as identified by the City, and shall provide all documentation to City related to the training sessions as detailed below.

- a) Contractor shall provide training for all AV technicians assigned by the City. The training shall be complete for all Systems, equipment and devices furnished within the scope of this project.
- b) Contractor shall document a minimum of forty (40) hours of training with the name of the trainer and the technicians attending the training.
- c) The training shall be provided by a qualified systems engineer on all Systems and equipment, and shall include all instruction, troubleshooting, tools, and equipment necessary for, service, maintenance, and programming of the equipment and devices.

TASK 7: Warranty Support

Contractor shall provide Systems warranty for materials and workmanship for a period of twelve (12) months from substantial completion and City's acceptance of the Services under this Agreement as detailed below. Additionally, Contractor shall activate all manufacturers' equipment warranties in Owner's name to commence on the date of Systems acceptance.

- a) *Warranty Operations:* Contractor shall provide the City with a single telephone number for initiation of warranty services for both normal working hours and non-standard working hours. In the event of a Systems malfunction, the pre-designated City representative(s) will call the Contractor's warranty service telephone number and request service. Contractor shall respond to the City's initial service request by telephone within twenty-four (24) hour's. Contractor's initial response shall consist of qualified personnel calling the City's facility and reviewing the service request. Contractor's service personnel shall then initiate a program of repair to correct the service problem as requested by the City.
- b) *Warranty Coverage:* Component warranty service shall apply to repairs made necessary by normal component wear and proper component usage, as well as integration of the components with existing City AVC systems. The warranty service does not apply to any City furnished equipment and labor.
- c) *Temporary Equipment:* Contractor shall provide and operate, without claim for additional cost or time, temporary equipment and/or systems to provide reasonably equivalent function, as determined by the City, as necessary to ensure business continuity and full functionality of the Systems during any warranty services provided, and shall thereafter, remove such temporary equipment. Transportation of warranty substitutes, or test systems, equipment, devices material, parts and personnel to and from the jobsite shall be provided at no expense to the Owner during the warranty period.

TASK 8: Systems Acceptance

City shall issue a written acceptance of the Project upon substantial completion of the Services under this Agreement. Substantial completion shall mean that all tests have been successfully completed, all critical errors have been corrected, and that the Systems function according to the published specifications along with any integration of new Systems components with existing AVC components. Such acceptance shall not be unreasonably withheld.

ATTACHMENT 1 to EXHIBIT A

EQUIPMENT LIST

Manufacturer	Model	Description	Qty	Location:		
				CC	280A	TVC
AMX	AC-RK	Accessory Rack Kit for three NetLinx modules – 1RU	1	-	-	1
AMX	AVB-RX-DXLINK-HDMI	DXLink HDMI Receiver Module	10	6	4	-
AMX	AVB-TX-MULTI-DXLINK	DXLink Multi-Format Transmitter Module	2	1	1	-
AMX	AVB-VSTYLE-SURFACE-MNT	V Style Single Module Surface Mount Brackets	13	8	5	-
AMX	AVB-WP-TX-MULTI-DXLINK-BL	DXLink Multi-Format Wallplate Transmitters	6	3	3	-
AMX	AVS-ENOVADGX32-AUD-INS-EXT	Enova DGX Audio Insert/Extract Board	3	1	1	1
AMX	AXB-MIDI	Axlink MIDI Interface.	1	-	-	1
AMX	CC-HD15M-RCA3M	HD15 Male to Breakout RCA connectors (loose equipment)	6	3	3	-
AMX	Enova DGX 16	Digital Media Matrix 16x16 Switcher	3	1	1	1
AMX	Enova DGX32-VI-DXLINK	Enova DGX DXLink Twisted Pair Input Board	5	2	2	1
AMX	Enova DGX32-VI-HDMI	Enova DGX HDMI Input Board	3	1	1	1
AMX	Enova DGX32-VO-DXLINK	Enova DGX DXLink Twisted Pair Output Board	5	2	2	1
AMX	Enova DGX32-VO-HDMI	Enova DGX HDMI Output Board	3	-	1	2
AMX	MXD-1000	10.1" Modero X Series Wall/Flush Mount Touch Panel	2	1	1	-
AMX	MXT-1000	10.1" Modero X Series Tabletop Touch Panel	2	1	1	-
AMX	MXT-1900L-PAN	19.4" Panoramic	1	-	-	1

Manufacturer	Model	Description	Qty	Location:		
				CC	280A	TVC
		Tabletop Touch Panel				
AMX	NI-2100	Netlinx Controller	1	-	1	-
AMX	NI-700	Netlinx Controller	1	-	-	1
AMX	EXB-REL8-ICSLAN	Relay Interface, 8 Channels	4	2	2	-
AMX	EXB-I/08-ICSLAN	Input/Output Interface, 8 Channels	4	2	2	-
AMX	PS-POE-AF	POE Injector	8	4	4	-
AMX	VSTYLE-RMK-1U	Rack Mount Tray	2	1	1	-
AMX	PSN 2.8	Power Supply	1	-	-	1
AMX	PSN4.4	Power Supply	2	-	2	-
AMX	PSN6.5	Power Supply	1	1	-	-
Apple	Apple TV	Apple TV - 1080P model	2	1	1	-
Audio Technica	AT 8416	Microphone Shock Mount	12	12	-	-
Audio Technica	AT8666	Microphone Desk Stand	1	1	-	-
Audio Technica	U857QL	Cardioid Condenser Goosneck Microphone, 18.94"	13	13	-	-
AV Vendor Choice	12vdc LED Button	12vdc momentary LED Illuminated panel mount push button for mic panels	11	-	11	-
Chief	PDRUB	Wall Mount for 55" LCD	1	-	1	-
Belden	10GX52F	CAT6	7	3	4	-
Belden	1505A	COAX	1	-	1	-
Bittree	488 SERIES	2x24 1RU, Programmable Audio Patch Bay 1/4" Jack	1	-	1	-
Black Magic Design	DFR-8321-CN-P	Card frame for Open Gear Converter cards	1	-	-	1
Black Magic Design	Open Gear HDMI to SDI	Open Gear HDMI to SDII card	3	-	-	3
Black Magic Design	Open Gear SDI to HDMI	Open Gear SDI to HDMI card	2	-	-	2
Black Magic Design	Smart View Duo	Dual 8.4" rackmount LCD w/ DVI	1	-	-	1
Black Magic Design	Teranex 2D Processor	Video Standards Converter/Processor	1	-	-	1

Manufacturer	Model	Description	Qty	Location:		
				CC	280A	TVC
Denon	DBP-2012UDCIP	Blu-Ray DVD/CD player with RS232	2	1	1	-
Extreme Networks	Altitude 4511	Wireless Access Point	2	1	1	-
Extreme Networks	X450e-24p	24 Port 10/100/1000 Managed Ethernet Switch + 4 SFP ports	3	1	1	1
Gefen	GTB-HDFST-144-BLK	1 to 4 HDMI Splitter w/ Mono-LOK HDMI	3	3	-	-
Gefen	GTB-HDFST-148-BLK	1 to 8 HDMI Splitter w/ Mono-LOK HDMI	1	1	-	-
Gefen	GTV-DD-2-AA	Digital Audio Decoder	2	1	1	-
Gefen	CAB-HDMI-LCK-RP-03MM	Mono-LOK HDMI cables - 3'	7	4	3	-
Gefen	CAB-HDMI-LCKB-06MM	Mono-LOK HDMI cables - 6'	22	19	3	-
Middle Atlantic	MRK-4436	44 Space-Full Rack Assembly w/ 10" Fan Top	1	-	1	-
Middle Atlantic	MW-10FT-550CFM	10" Fan Top	1	-	1	-
Middle Atlantic	SPN-44-36	Side Panels	1	-	1	-
Middle Atlantic	TBD	Rack Power	1	-	1	-
Panasonic	AW-HE50SN	HD/SD Pan/Tilt Camera	4	-	4	-
Panasonic	AW-RP50N	Camera Controller	1	-	-	1
Pro Sound	Custom	10.1" Modero X, Rack Mount Panel	2	1	1	-
Pro Sound	Custom	New Panels	2	1	1	-
Pro Sound	Hardware	Allowance for cables / connectors	3	1	1	1
QSC	AD-CI52ST (70V)	Shallow Ceiling Mount 5.25" 2-way Speaker (70V: 30, 15, 7.5, 3.8W)	8	-	8	-
QSC	CAES4	AES-3 Input/Output Card	4	-	-	4
QSC	CIML4-HP	High-Performance Mic/Line Input Card	14	7	5	2
QSC	CODP4	DataPort Output Card	3	2	1	-
QSC	COL4	Line Output Card	6	2	2	2
QSC	CORE 500i	Digital Signal Processor	1	-	-	1

Manufacturer	Model	Description	Qty	Location:		
				CC	280A	TVC
QSC	CX302	2-Channel Amplifier, 200 watts/ch at 8Ω	1	1	-	-
QSC	CX204V	2-Channel Amplifier, 250 watts/ch at 70V	1	-	1	-
QSC	I/O FRAME	I/O Frame for Input/Output cards	5	3	2	-
QSC	IT-42	Isolation Transformer – 25V, 70V, and 100V dual output transformer for CX302	1	1	-	-
Samsung	ME55B	55" LED-LCD Display	3	-	3	-
Samsung	ME65B	65" LED-LCD Display	2	2	-	-
Samsung	S19B420M	18.5" widescreen LED-LCD w/audio	14	14	-	-
Shure	UR2/BETA58-H4	Handheld Microphone transmitter with Beta 58 Head	4	2	2	-
Shure	UR4D+-H4	Dual Channel Diversity Wireless microphone receiver	2	1	1	-
Smart Tech	Podium 500 Series	SMART Podium 500 series interactive pen display	1	1	-	-
Yamaha	01V96i	16 Channel Digital Mixing Console	1	-	-	1
Yamaha	MY16-AE	Mini-YGDAI Card - 16 in / 16 out AES/EBU interface card	1	-	-	1

EXHIBIT B

SCHEDULE AND RATES OF PAYMENT

City shall compensate Contractor in an amount not-to-exceed Three Hundred Thousand Dollars (\$300,000.00) for all of the Services to be provided under this Agreement, including Two Hundred Thousand, Six Hundred and One Dollar and Thirty-Eight Cents (\$200,601.38) for all hardware, software, equipment, applicable sales tax, shipping and handling fees, Seventy-Three Thousand One Hundred Twenty One Dollars and Forty-Seven Cents (\$73,121.47) for all services including engineering, programming, integration, and training, and contingency funds in an amount not to exceed Twenty-Six Thousand Two Hundred Seventy-Seven Dollars and Fifteen Cents (\$26,277.15).

PAYMENT MILESTONE (Due upon completion or receipt)	PERCENTAGE	PAYMENT
Contract Execution / PO Issuance	20%	\$54,744.57
Delivery of Equipment	30%	\$82,116.86
Room 280A, Substantial Completion & TV Control Room, Substantial Completion	20%	\$54,744.57
Council Chambers, Substantial Completion	10%	\$27,372.29
Acceptance (Warranty)	10%	\$27,372.29
Training and Closeout Submittals	10%	\$27,372.29
TOTAL:	100%	\$273,722.85

Contingency funds authorized by City in writing for additional hardware, software, equipment or services shall be payable in full upon contract completion.

Contractor shall submit an itemized statement to City for its services performed as milestones for the project are completed. Invoices shall include documentation setting forth, in detail, a description of the services rendered and the equipment provided. City shall pay Contractor all undisputed amounts of such billing within thirty (30) days of receipt of the same.



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

Exhibit C