

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of February, 2013 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Triton Technology Solutions, Inc, a California corporation ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant provide audio/video technology consulting services as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP") attached hereto as Exhibit "A" and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered

against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B." Consultant's compensation shall in no case exceed Thirty-One Thousand Dollars (\$31,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one year, ending on January 31, 2014, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. Said certificates shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Triton Technology Solutions, Inc.
209 Avenida Del Mar, Suite 203
San Clemente, CA 92672
Tel: 949-388-3919
Fax: 866-275-9175
Attn: Kristen Tetherton

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5098
Fax: 714-754-4936
Attn: Dane Bora

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by

complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages,

losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

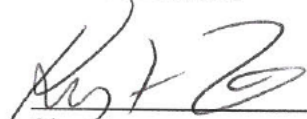
CITY OF COSTA MESA,
A municipal corporation



CEO of the City of Costa Mesa

Date: 2/21/13

CONSULTANT

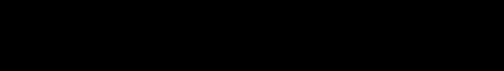


Signature

Date: 2/28/13

Kristen Tetherton - President

Name and Title


Social Security or Taxpayer ID Number



ATTEST:

Brenda Green 3/4/13

City Clerk and ex-officio Clerk
of the City of Costa Mesa

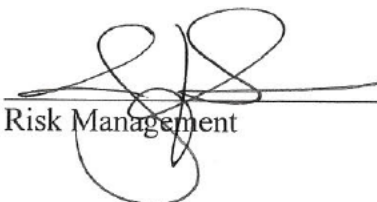
APPROVED AS TO FORM:



City Attorney

Date: 02/20/13

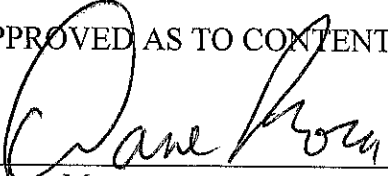
APPROVED AS TO INSURANCE:



Risk Management

Date: 2/13/13

APPROVED AS TO CONTENT:



Project Manager

Date: 2-14-13

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL



REQUEST FOR PROPOSALS

FOR

**ASSESSMENT OF CURRENT AUDIO, VIDEO AND PRESENTATION
EQUIPMENT IN THE CITY COUNCIL CHAMBER**

PRESENTED BY

DEPARTMENT OF THE CEO

COMMUNICATIONS DIVISION

CITY OF COSTA MESA

RELEASE DATE: September 20, 2012

REQUEST FOR PROPOSAL (RFP)

**ASSESSMENT OF CURRENT AUDIO, VIDEO AND PRESENTATION EQUIPMENT
IN THE CITY COUNCIL CHAMBER**

Dear Proposers:

The City of Costa Mesa is requesting proposals from qualified vendors to assess the current audio, video and presentation equipment in the City Council Chamber, conduct a needs assessment and provide a plan for the implementation and integration of new technology with the existing equipment.

The contract term shall be for one (1) year, with two (2) additional one-year options to renew.

1. BACKGROUND

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$111 million and a total of over \$132 million of fiscal year 2012-2013.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 116,479 and has a land area of 16.8 square miles. Costa Mesa is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety, maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	September 20, 2012
Job Walk (mandatory)	October 01, 2012
Deadline for Written Questions.....	October 05, 2012
Responses to Questions Posted	October 10, 2012
Proposals are Due	October 19, 2012
Interviews, if necessary.....	October 21-23, 2012

Approval of Contract..... October 26, 2012

NOTE: A pre-proposal meeting and job-walk will be conducted on Monday, October 01, 2012 at 10:00am in the City Council Chambers located at City Hall, 77 Fair Dr., Costa Mesa, CA.

PLEASE NOTE THAT ATTENDANCE AT THIS MEETING AND JOB WALK IS MANDATORY TO SUBMIT A PROPOSAL FOR THIS PROJECT.

Proposals received from non-attendees will be rejected and returned unopened.

All dates are subject to change at the discretion of the City.

3. SCOPE OF WORK

The City of Costa Mesa is requesting proposals from qualified vendors to assess the current audio, video and presentation equipment in the City Council Chambers, conduct a needs assessment and provide a plan for the implementation and integration of new technology with the existing equipment.

The Costa Mesa City Council Chamber is approaching 50 years old. While most of the audio, video and presentation equipment utilized in the room have been updated over the years, the City is interested in a major overhaul/upgrade to the systems. Additionally, the television production equipment will also be assessed.

Background:

The Costa Mesa City Council Chambers currently houses a video presentation system with capabilities typically found in City Council Chambers. The system has the ability to display both computer and video images from various sources, including a personal computer, laptop computer, and document camera. Two large, rear screen projectors accommodate the public's viewing needs, while ceiling mounted multi sync monitors and additional dais-mounted monitors accommodate Council and staff's viewing needs.

The audio system in the Council Chambers is a mix of old and new equipment. While the microphones and mixers have been replaced within the past 10 years, the amplifiers and speakers in the room are very old.

The television production equipment utilized to cablecast and record the meetings also has typical capabilities found in most Council Chambers, with much of the equipment almost 25 years old. The system utilizes three remote cameras controlled from a control room located in the basement of City Hall. The meetings are cablecast live as well as mastered to a variety of formats including DVD, mpeg and beta.

Potential upgrades could include large LCD viewing screens to replace current projectors and multi-sync monitors, new sound system, new cameras and control room equipment, and new lighting system. Potential upgrades to the layout and configuration of existing podiums and staff seating areas could also be considered.

Scope of Work:

- Assess and review needs of system users
- Assess audio-visual presentation system
- Assess television production facilities, including cameras, Council Chambers lighting, and Master Control
- Evaluate the existing Council Chambers audio conditions
- Advise staff of types of equipment to be integrated and recommend configuration changes to improve workflow efficiency and functionality
- Advise staff of possible changes and/or equipment implementations to improve overall audio and video quality

Deliverables

- Written report of findings and advisements
- Cost analysis of potential upgrades and their estimated lifespan
- Specific plan of implementation in phases if necessary
- Final project expenses (line items if possible)

The City will provide the successful contractor with reasonable and appropriate staff assistance to carry out its study efforts. City staff will make their time available and cooperate with the contractor to ensure the study is completed in a timely manner.

4. PROPOSAL FORMAT GUIDELINES

Interested firms are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Offeror’s response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should

summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the Scope of Work for the project, and the objectives to be accomplished.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.

- **Staffing**

Provide a list of individual(s) who will be working on this contract and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon the contract award and during the contract period, if the Proposer chooses to assign different personnel to the contract, the Proposer must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Minimum Qualifications**

The information requested in this section should describe the qualifications of the firm or entity and key staff performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of assigned personnel dedicated to the account and their specific responsibilities with respect to this scope of work. Please include an organizational chart that reflects the titles of key staff and management contacts of each individual assigned to provide services under this contract.

Provide a summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

Provide at least two professional references that received services of a similar size and scope from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

- **Fee Proposal**

All Proposers are required to submit the form in Appendix D with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 90 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City Employee, or family member of any current Costa Mesa elected official, appointed official, or City Employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the City will be required to execute a Professional Services Agreement (PSA) with the City. The form of the Agreement is enclosed as Appendix B, however may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, the following is a list of the forms, included as appendices to this RFP, which should be included with proposals:

- (1) Vendor Application Form
- (2) Ex-Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

5. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, five (5) hard copies, plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall prevail.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 5:00 p.m. (P.S.T) on October 19, 2012 to the address below. With no exceptions proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

Costa Mesa City Clerk

Attn: Bill Lobdell

77 Fair Drive

Costa Mesa, CA 92626

RE: RFP – Council Chamber Assessment

- **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

Dane Bora, RFP Facilitator

dane.bora@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will

be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's. Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than October 10, 2012. The City reserves the right not to answer all questions submitted.

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Firm and Key Personnel-----25%

Includes the ability to provide the requested scope of services, the Proposer's financial capacity, recent experience (references) conducting work of similar scope, complexity and magnitude for other public agencies of similar size.

2. Approach to Providing the Requested Scope of Services-----35%

Includes an understanding of the RFP, the scope of services for the project and knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----30%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities-----10%

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for October 21-23, 2012, and will be conducted at the City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for

award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals, shall be filed in writing with the RFP Facilitator named herein at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator named herein within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest in person at a City Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting date.

9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

10. EX-PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after the Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

12. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form" (see Appendix F).

13. CONDITIONS TO AGREEMENT, IF ANY

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. This information may be found on the U.S. Department of Labor's website at www.bls.gov.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluating proposals and determining the lowest responsible bidder.

14. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from offering any proposal on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

15. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#); It is the Proposers' responsibility to check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance and required endorsements on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance and endorsements proving coverage as specified within Appendix B.

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APPENDIX A



REQUEST FOR PROPOSAL
INSURANCE BROKER SERVICES
VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

NON PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

APPENDIX B

PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this __ day of ____, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and consultant, a California corporation ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant provide professional insurance broker services as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal (the "Proposal"). A copy of said Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every

nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. [TBD]

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of payment for services rendered.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, insurance program files, quotes, requests for proposals, policies, certificates, etc., shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket

contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Consultant Name
12345 Any Street
Any Town, CA 92000
Tel: 555-555-5555
Fax: 555-555-5555
Attn:

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5156
Fax: 714-754-5330
Attn: RFP Facilitator

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements

set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers).

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an

injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification: In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

6.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, and then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,

A municipal corporation

CEO – City of Costa Mesa

CONSULTANT

Signature

Name and Title

Social Security or Taxpayer ID Number

Date: _____

Date: _____

APPROVED AS TO FORM:

Date: _____

City Attorney

APPROVED AS TO INSURANCE:

Date: _____

Risk Management

APPROVED AS TO CONTENT:

Date: _____

Project Manager

THIS AREA LEFT BLANK INTENTIONALLY

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - b. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;

SUBJECT	POLICY	EFFECTIVE	PAGE
	NUMBER	DATE	
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;
 3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

SUBJECT	POLICY	EFFECTIVE	PAGE
	NUMBER	DATE	
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT C

CERTIFICATES OF INSURANCE

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements.

Please sign and accept only one (1) statement.

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Design Services RFP at any time after August 22, 2012.

OR

I certify that Proposer or Proposer's representatives have communicated with a City Councilmember concerning the Design Services RFP after August 22, 2012. A copy of all such communications is attached to this form for public distribution.

APPENDIX D

PRICING PROPOSAL

PRICING PROPOSAL FORM

ASSESSMENT OF CURRENT AUDIO, VIDEO AND PRESENTATION EQUIPMENT IN THE CITY COUNCIL CHAMBER

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$

Total Estimated Annual Price	\$
------------------------------	----

ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the space below.

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

Name	Position	Organization
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT B
RESPONSE and SCOPE OF SERVICES



City of Costa Mesa

Request For Proposal Response For
Assessment of Current Audio, Video,
and Presentation Equipment in the
City Council Chambers

Prepared for:
Costa Mesa City Clerk
Attn: Bill Lobdell
77 Fair Drive
Costa Mesa, CA 92626

Acceptance of this Proposal constitutes agreement with the terms of confidentiality noted herein. This Proposal constitutes an offer, which remains valid for a period of 90 days after the proposal submission date. This Proposal is proprietary to Triton Technology Solutions, Inc and its clients. It is furnished and accepted in strict confidence for use in connection with any project described herein. It is to be held in strict of confidence by and between Triton Technology Solutions, Inc, its clients, their agents and employees. Distribution, photocopying, or dissemination in any way to competitors of Triton Technology Solutions, Inc without the expressed written permission of Triton Technology Solutions, Inc is strictly prohibited.

CITY OF COSTA MESA COUNCIL CHAMBER ASSESSMENT PROJECT

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CITY OF COSTA MESA COUNCIL CHAMBER ASSESSMENT PROJECT

October 25, 2012

Costa Mesa City Clerk
Attn: Bill Lobdell
77 Fair Dr
Costa Mesa, CA 92626

Dear Mr. Lobdell,

Thank you for giving me the opportunity to provide a response to the RFP Assessment of Current Audio, Video and Presentation Equipment in the City Council Chamber. Following this cover letter, you will find the following information included in this response:

- City's forms including vendor application form, EX Parte Communicaitons Certificaiton, Price Proposal Form, Disclosure of Government Positions, and Disqualifications Questionnaire
- Project Background describes our understanding of the City and the scope of work for the project.
- Our Project Process describes our approach and methodology to the scope of work and what will be achieved at the completion of the process including objectives and deliverables
- Project Team includes the list of Triton's team members, their responsibilities to the project, and a resume of their experience.
- Tritons experience and qualifications will be outlined here along with summary of projects completed and customer references.

Now that you are tasked with assessing your current systems we feel we are the right company to assist you in this major undertaking. We have an abundance of experience working with broadcast and production professionals, municipalities, counties, colleges and universities, in designing and implementing systems.

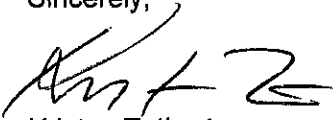
We feel we have a thorough understanding of the scope of your project by reading through the RFP, attending the job walk and seeing the spaces, speaking with Dane Bora about the existing systems, and by having years of experience designing and building similar systems.

In any project related business, communication, trust and relationships are key elements to a successful partnership. We view our role as that of your engineering and integration partner to help develop and implement a system that fits your current functional needs while keeping a keen eye on future technology and workflow ideas. As your partner, we understand that you need current information consistently communicated to you so that you can make informed decisions during the project implementation. We will work with you and your team to develop a communication process that fits your needs and goals.

At Triton Technology, we are committed to our project process and the quality of work we do. Please review and let me know if you have any questions about our proposal. We also invite you to contact any of our references which are also included in this proposal. We believe you will find that no other firm can combine the knowledge, experience, trust and technical skills that Triton Technology has to help you complete this project.

This proposal response is valid for period of 270 days. Please do not hesitate to contact me if you have any questions or concerns regarding this proposal.

Sincerely,



Kristen Tetherton
President

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Kristen Tetherton</u>	<u>President</u>	<u>949-388-3919</u>
<u>Pat Thompson</u>	<u>Treasurer</u>	<u>760-652-5715</u>
<u>Gus Allmann</u>	<u>Secretary</u>	<u>619-990-2409</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number:  _____

City of Costa Mesa Business License Number: See Below BL038144

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: See Below 9/30/12

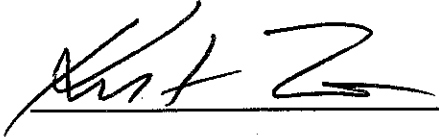
Our City of Costa Mesa Business License expired 9/30/12 because we had no other projects in Costa Mesa at the time of the expiration date. We will renew our license if Triton is awarded the contract per the RFP.

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements.

Please sign and accept only one (1) statement.

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Design Services RFP at any time after August 22, 2012.



OR

I certify that Proposer or Proposer's representatives have communicated with a City Councilmember concerning the Design Services RFP after August 22, 2012. A copy of all such communications is attached to this form for public distribution.

PRICING PROPOSAL FORM

ASSESSMENT OF CURRENT AUDIO, VIDEO AND PRESENTATION EQUIPMENT IN THE CITY COUNCIL CHAMBER

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
Gus Allmann	\$ 125.00	See page 20		\$ Salary
Brian Rose	\$ 125.00	See page 20		\$ Salary
Kristen Tetherton	\$ 125.00	See page 20		\$ Salary
Jon Griffin	\$ 100.00	See page 20		\$ Salary
Pat Thompson	\$ 125.00	See page 20		\$ Salary
	\$			\$
	\$			\$

Total Estimated Annual Price	\$ 31,000.00
------------------------------	--------------

ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE

See page 20

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

Name	Position	Organization
None		

CITY OF COSTA MESA COUNCIL CHAMBER ASSESSMENT PROJECT

PROJECT BACKGROUND

The City of Costa Mesa council chamber currently houses a video presentation system, audio public address system, and broadcast robotic camera system. The council chamber is supported by the cablecast and production spaces located in the basement of City Hall. The audio and video equipment located in the council chamber and the production spaces have been upgraded through the years but the existing systems and equipment are all at the end of their life and need to be replaced with current technology.

The City of Costa Mesa desires to contract with a system integration company to assess their needs and requirements to replace their existing presentation, public address, cablecast and production system. This includes upgrading the broadcast and production system to high definition video, upgrade the audio systems in both the council chamber (public address) and control room (audio production) to include an automated digital sound processor (DSP) and new mixer in the control room, upgrade the council chamber presentation system which includes high definition video displays, new presentation control system, new interconnections into the presentation system, new high definition robotic cameras and new voting system.

SCOPE OF WORK

The scope of work for this project includes the approach and methodology described in the Project Process as well as the deliverables outlined in the Project Process. Triton will assess the following systems in this scope of work.

1. Council Chamber audio system that feeds both the sound reinforcement system in the council chamber and the cablecast/production system. The audio system would allow for individual feeds from the council members, and staff to feed the production/cablecast system so that the production operator would have individual control of audio levels to be used for broadcast.
 - a. Assistive Listening system
2. Council Chamber presentation system including:
 - a. Video displays throughout the chamber including but not limited to displays ceiling or wall mounted to support the audience, dais, and staff desks.
 - b. Interconnections into the presentation system with current audio and video signals possibly signal types.
 - c. Control system that controls the audio and video equipment and systems in the room for ease of operation by city staff
 - d. Voting system to display results within the chamber and through the cablecast/production system.
3. Council Chamber robotic cameras and system.
4. Production system including moving the control room to a space adjacent to the council chamber. Sub systems within production include audio, graphics, camera control, monitoring, routing, and switching.
5. Master Control High Definition Playback System with interconnection with post production editing and storage system. To enable a file based work flow between post production and playback. This scope of work does not assess the current post production equipment (editing) and systems but it does look at inter connection with post production.

CITY OF COSTA MESA COUNCIL CHAMBER ASSESSMENT PROJECT

6. Production lighting in council chamber. This scope of work does not include architectural design or infrastructure changes to the building for the lighting but does include a lighting design for production lighting on the dais.

Our Project Process describes our approach and methodology to the scope of work and what will be achieved at the completion of the process including objectives and deliverables.

This project will follow the following detailed Project Process Program and Design. The entire process is made up of four phases in which each one is built upon the other. A requirement of each phase in the Project Process is for the City of Costa Mesa to work closely with Triton Technology.

The two phases, Program Phase and Design Phase, require collaboration between both the City and Triton project team to define all the project requirements. If there is no collaboration then it is not possible to define the customer's objectives and expectations, nor design a system that will meet them. Within the Program and Design Phase, the City will be required to review and approve all deliverables before proceeding to the next phase. This allows the City to fully understand their systems specification, capabilities, budgets, timelines, etc... This review and approval process confirms that the design is meeting their objectives and expectations.

The Project Process includes value engineering throughout the entire process, which allows us to discuss alternative designs, products and/or processes that could be applied to the project with the benefit of saving the customer money.

For this project only the Program and Design Phase are included. The project process is as follows:

PROJECT PROCESS

The first two phases of our Project Process is as follows.

- I. **PROGRAM PHASE:** The first phase of the process is to develop the conceptual design and define overall project goals. This phase allows the project team to brain storm at a high level and determine the specific functionality for each system area and location of the project. The deliverables of this phase include block and flow diagrams, a Rough Order of Magnitude (ROM) estimate of proposed equipment, space layout drawings and preliminary functional description of the system. This phase is not complete until the customer signs off on the program report. Specifically, this phase includes the following:
 - a. Conduct Meetings and collaborate with customer
 - b. Needs Analysis of users, systems, and equipment
 - c. Review Existing Documentation – Facilities
 - d. Benchmark Comparable Facilities
 - e. Conduct Program Meeting – Management, Operator, Engineering
 - f. Program Report including
 - i. Documented meetings about what was discussed and decided upon
 - ii. Conceptual Design
- II. **DESIGN PHASE:** The Design Phase refines the research and design findings from the Program Phase. This second phase takes the information from Program Phase and develops the design into detail. Once this phase is completed, the City will know everything that needs to be known about the project from a technical standpoint including how all equipment will be wired, where the

CITY OF COSTA MESA COUNCIL CHAMBER ASSESSMENT PROJECT

equipment will be installed, what size console or number of racks will be required, electrical and mechanical requirements. Final Bill of Material is prepared inclusive of specific line item equipment lists. This phase includes the following:

- a. Conduct Meetings
- b. Research Benchmark Equipment
- c. Develop System Design
- d. Establish the Infrastructure
 - i. Concept
 - ii. Schematic, Design
- e. Critical Design Review of Technical Systems
- f. Final space planning, floor plans, etc.
- g. Rack elevations and/or console layouts
- h. I/O Panel Design and Layout
- i. Identification of power, and conduit requirements. The implementation of power and conduit requirements will be completed by the customer.
- j. Deliverables and Approval
 - i. Drawings in both hard and soft copy Construction single line drawings that document every cable and all equipment that will be installed in this project. (Cables not documented include power, keyboard, and mice.) All equipment is specified and named.
 - ii. Bill of Material both hard and soft copy that lists the equipment required for the project including quantity, manufacturer, model # and price.
- k. Accurate project Cost quote for remaining phases.
- l. Project Timeline for remaining phases.

Triton's team has been managing and delivering projects larger and smaller than the current scope following this process for years. This is Triton's process but Triton's team has been using similar processes at previous employers for many years.

Following this process allows for a design to be created that meets the clients functional, operational and budgetary needs. The client is intimately involved in the first two phases so decisions can only be made if the client participates in the process. With the client fully understanding the design and by making decisions on all aspects of the design, the client is confident and satisfied with the end results because they are involved. The project is able to move towards completion because Triton partners with the client to help them through this process by bringing their expertise and methodology to the project.

This process needs to be managed as does the project. The way Triton has been successful in doing this is by having the project manager, engineer and client remain the same throughout the process. Both my partner and I manage all of our own projects so we are intimately involved from the point of sale to the completion of a project. We manage the projects by keeping everyone on task, establishing and meeting deadlines, documenting decisions and meetings and close out action items.

Specific tasks we require of the city staff during the project is to have time available to meet in person, answer emails and phone calls. They need to be able to review our documentation, reports, etc., comment on them and make decisions on how the system will function and operate based on our recommendations and discussions we have with the client.

Following is a timeline for this project.

Audio, Video & Presentation Assessment

City of Costa Mesa

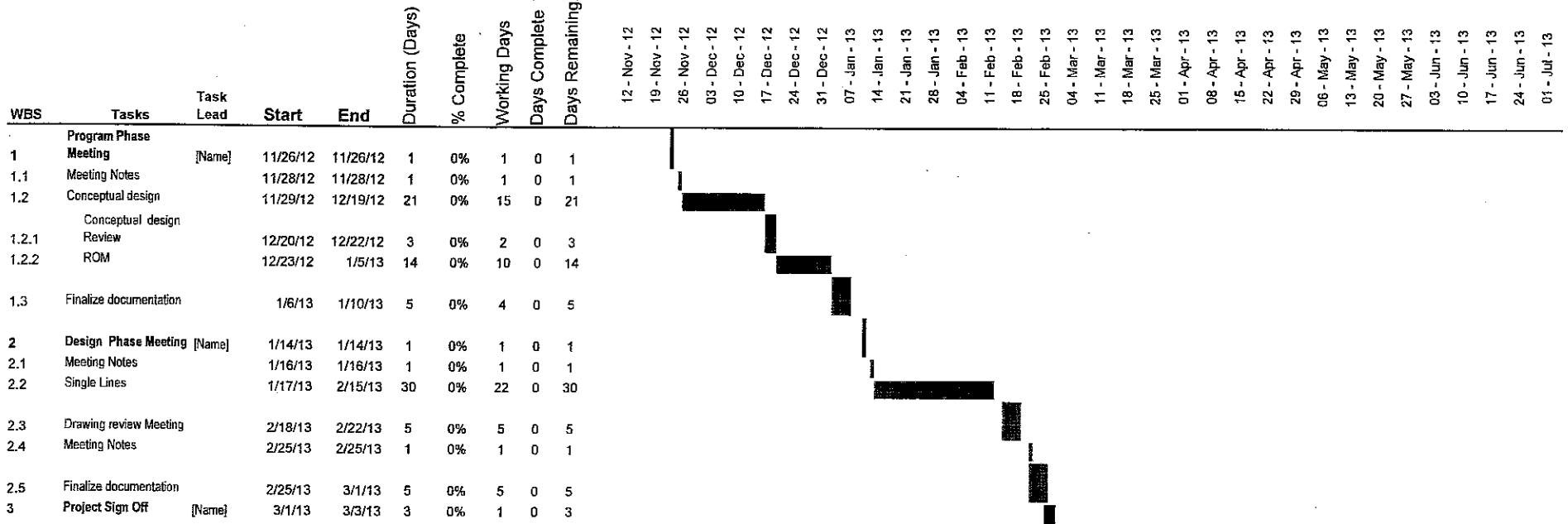
Today's Date: 10/25/2012 Thursday

(vertical red line)

Project Lead: Kristen Tetherton

Start Date: 11/15/2012 Thursday

First Day of Week (Mon=2): 2



CITY OF COSTA MESA COUNCIL CHAMBER ASSESSMENT PROJECT

PROJECT TEAM

The management team members and key personnel for this project are:

- Gus Allmann, who will be responsible for engineering oversight and technical management of this project
- Kristen Tetherton, who will be responsible for all project management, sales, coordination, financial and legal aspects of the project
- Pat Thompson, Triton management partner
- Brian Rose, who will be the responsible engineer for the design of the project. Brian will take technical direction from Gus and project management direction from Kristen.
- Jon Griffin, who will be responsible for the lighting design and will take technical direction from Brian.

Contact Information is as follows:

Gus Allmann	Email gus@tritontech.tv	Phone (619) 990-2409
Pat Thompson	Email pat@tritontech.tv	Phone (858) 414-8640
Kristen Tetherton	Email kristen@tritontech.tv	Phone (949) 388-3919
Brian Rose	Email brian@tritontech.tv	Phone (760) 285-7759
Jon Griffin	Email Jon@housetohalf.net	Phone (714) 920-5418

Following are brief biographies of the Triton team which highlight their skills, experience, and quality certifications.

Gus Allmann has been closely involved in every aspect of television and related technologies since 1970. He has held many technical, operational and management positions within the industry from technician to Executive Vice President of Engineering of a nationally recognized television systems integrator. He has operational experience as a camera operator, recording engineer, producer, director and Vice President of Operations for a systems integrator. His management expertise has been honed to a fine skill by leading diverse teams of varying skill level to obtain outstanding results in media services management, project and program management. Gus's background gives him extensive and unique insight into all aspects of the television and media industry.

Gus's background includes 19 years with the federal government providing technical support and management of media services for 8 sites around the world. He has also technical, general and sales management of several southern California video integrators and dealerships. Gus has the business, management and engineering expertise to provide a comprehensive understanding of any system requirements to meet a wide range of customer expectations.

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In 1999, Gus founded system integrator TV Magic with Steve Rosen. Gus headed TV Magic's engineering efforts creating standards for design documentation, installation procedures and all project processes. Under Gus's direction in a few short years, TV Magic grew to be an industry leader in broadcast systems design and integration completing many high profile projects and winning many industry kudos and awards. As Vice President of Engineering, Gus was responsible for the corporate level engineering standards, practices and training for engineering personnel at offices in San Diego, Burbank and New York/New Jersey. He provided critical design review of all engineers within the company including contract engineers and was the Responsible Managing Official (RMO) for the California Contractors C-7 license.

While Gus supervised all engineering aspects of TV Magic projects, he maintained personal involvement as design engineer in several high profile projects. Gus's design for Trinity Broadcasting Network's affiliate automated master control systems (160 channels across 32 affiliates) earned a prestigious Broadcast Engineering Magazine Excellence Award in 2007. Gus also completed the design and supervised integration of a state-of-the-art all digital tapeless news facility for the FOX Network affiliate in San Diego.

Some other interesting projects completed are:

- Crystal Cathedral Ministries - high definition 9 camera production, 7 AVID editing and tape duplication facility.
- University of California at San Diego (UCSD) - HD infrastructure to include digital cinema work in 2K and 4K resolutions.
- KLCS – Studios, editing and data casting to the LA Unified School District, with over 34 channels of ingest and play out.
- KPBS San Diego -Master Control, satellite, tape, and ingest/play out to 18 channels of video servers.
- California State University Northridge (CSUN) – video, film studio & production editing, green screen room, audio production w/5.1 sound, Foley stage, film audio mix room w/5.1 sound.
- XETV Channel 6 San Diego - digital tapeless news facility in a 25,000 sq. ft. building from Architectural Programming to On-Air plus remote production/satellite vehicles.
- FOX Regional Sports in Houston, TX - HD Multi-camera production studio, video and audio control rooms, sound booth, (3) AVID Editing Bays
- Savier – AVID NTSC and PAL editing facility
- CBS Studio Center portable production facility
- Distance learning facility for National University
- Tiger Woods Learning Center - theater, classrooms, cable TV system
- Master control system for the California Channel master control system
- US Navy TOPGUN cockpit video recording system for military aircraft
- and many more

Gus brings a very high level of knowledge, experience and confidence in television related technologies to all of his projects. He has the foresight to "future proof" designs and to make cost effective use of available technology. Capable of "pushing the envelope," he ensures that technology is properly applied with the ergonomics of systems design and work flow patterns paramount to each project, ensuring that technical excellence does not outweigh human factors.

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As an FAA instrument rated pilot with more than 800 hours of flight time, Gus feels this experience provides him a solid understanding of the real meaning of multi-tasking, risk management and redundant systems design that he is able to apply to every situation.

Gus maintains his technical expertise through direct contact with manufacturers, training programs, customers, and professional organizations such as the Society of Broadcast Engineers (SBE) and the Society of Motion Picture and Television Engineers (SMPTE), the National Systems Contractors Association (NSCA), and others. He has published articles on facility design in Broadcast Engineering and co-authored other articles for various TV Technology publications.

Kristen Tetherton began her career in the broadcast and production industry in 1991 after graduating San Diego State University with a Bachelor of Arts degree in mathematics. Kristen fell into this industry accidentally, but became successful through hard work, attention to detail and her aptitude to understand and want to learn about the equipment, technology, operations, and work flows of the broadcast and production industry. Kristen would not be where she is today without the support of several mentors along the way.

In 1991 Kristen took an entry level customer service position with Ikegami electronics. For over two years she learned the business from the manufacturing side and found a great interest and aptitude for the industry.

From 1993 thru 2000 Kristen worked for two equipment dealers Shoreline and Burst Communications. Both Burst and Shoreline at the time were more known as equipment dealers but they also sold some integration mostly using freelance engineers.

At Shoreline Kristen was initially a sales administrator for an outside sales person/broadcast engineer. Working at Shoreline added to Kristen's overall knowledge of broadcast and production equipment. While at Shoreline she was responsible for managing projects which taught her not only what components make up a system, but just as importantly how the systems worked to provide functionality that her customers needed. Kristen also learned effective processes, techniques and tools for managing these often complex projects. By the end of her tenure with Shoreline, Kristen had become a full-time sales person selling equipment and system integration services while still managing her own projects.

In 1997 when Shoreline management decided to close the business, Kristen approached Burst Communications (based in Denver, Colorado) to see if they would be interested in opening a sales office in California. Kristen opened the office in Newport Beach, CA where it is still operating today. At Burst, Kristen's sales began turning from mostly equipment sales to mostly system integration sales. Since the Newport Beach office was strictly a sales office Kristen not only had the responsibility to sell the systems, but also to find freelance engineers to design, install and commission the systems. Kristen managed the projects through the entire process including closing the sale; coordination of the design between the client and engineer; facilitation of the ordering, purchasing, receiving and delivery of equipment to the project site; managing the technical team through installation, system testing and system training; and close-out of the project.

In 2000 Kristen was approached to become part of the management and ownership team at TV Magic, a fledgling systems integrator in San Diego. At TV Magic she not only was the VP of Sales with responsibility for managing the sales staff on a day-to-day basis, but she also continued to sell system integration services and

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projects. During her time at TV Magic she also had two children. After having her first child, she decided to focus more on business development and less on the management side. So, her position changed to VP of Strategic Sales where she continued to sell and look for other system integration opportunities outside of the standard broadcast and production markets.

In 2010 Kristen decided it was time to branch out from TV Magic and form her own company. Together, with partners Gus Allmann and Pat Thompson (both former members of the TV Magic ownership and management team), Kristen formed Triton Technology.

A few highlights of Kristen career include:

- Member of the TV Magic board of directors for six years which allowed her to influence the direction of the company and participate in its growth from a 5 million dollar company to a 25 million dollar company.
- Managed installation project of a 4.5M satellite dish on the top of a six story building in downtown Los Angeles for the City of Los Angeles;
- Informing LPA, an architecture firm, that it was going to cost a million dollars to outfit a new building at Saddleback Community College with broadcast, production, and audio visual capabilities. Neither LPA nor the College believed the estimate as they expected a much lower price tag. Once the project and its requirements were explained more fully, LPA hired her team for the design of the system which, when completed, came in at \$1.1 million.
- Assisted the City of Mission Viejo by finding many errors in a bid specification for a new council chamber and broadcast control room and proposed an alternative solution that would work. As a result, was hired by the City to complete this project and did so successfully leading to a long-term business relationship with the City.
- Kristen successfully managed multiple projects with Sony Pictures Imageworks ranging from the move of existing Avid editing systems to procurement and installation of new shared editing systems to integration of a facility machine room. Because of the nature of Sony's business, down-time and costs needed to be kept to a minimum leaving very little margin for error.
- Kristen was involved in the initial feasibility study and subsequent implementation of a tapeless video recording system for JAXA (the Japanese space agency) that was installed on the International Space Station. The challenge was to develop a system that could not only operate in space, but also withstand gravitational forces during launch and liftoff of the space shuttle used to transport the system to the space station.

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Pat Thompson has over twenty years of experience in video production, equipment sales and system integration. Pat has worked at various levels in video production from camera operator, writer, director, producer and editor both as freelance and for corporate manufacturing companies. In 1990, Pat began his career in sales and system integration at Audio Video Supply in San Diego working his way up from sales assistant to manager of the professional video division. Under Pat's direction, AVS became the leading Media 100 non-linear editing dealer in San Diego. In 1995, Steadi Systems tapped Pat to head up its new Orange County branch. After successfully increasing sales at the branch in his first year, Pat moved on to become Digital Media Specialist at Consolidated Media Systems' new branch office in San Diego. In this role Pat was responsible for the sales, installation, training and support for computer-based video systems – both Mac and PC based. In short order CMS became the leading Media 100 dealer in the San Diego area with Pat installing systems at such places as the U.S. border patrol and KPBS.

In 1997, feeling the bug to get back into the creative side of the business, Pat went to work as video director and editor for Odyssey Productions, a production company specializing in creating and selling groundbreaking computer animation videos including the award-winning "Mind's Eye" series of videos. While with Odyssey, Pat was responsible for directing and editing two such videos that received CINDY (Cinema in Industry) awards.

In 2003, Pat went to work at TV Magic, a systems integrator located in San Diego. Pat began as Director of Marketing and Inside Sales and soon added other duties to his plate. While with TV Magic Pat held positions including VP of Operations (heading the finance and operations teams), VP of Sales, VP of Engineering and, lastly, Chief Technology Officer. In addition, Pat was a member of the Board of Directors and part owner of the firm. Pat helped lead TV Magic to become one of the top broadcast integrators in the U.S. increasing revenues by 300% in less than 5 years.

With his leadership, TV Magic grew from a medium-sized regional integrator to a nationally respected integration and technology leader. Pat spearheaded an emphasis on the growing religious market by involving TV Magic in the National Religious Broadcasters (NRB) organization and selling and managing several high profile church projects including Cottonwood Church and Saddleback Church. Working with the NRB at its outset, Pat helped create the Tech Lab exhibition area at the NRB's national convention and managed it for its first five years. Pat was responsible for increasing manufacturer participation over 100% in the exhibit area as well as organizing and often himself presenting technical seminars at the yearly three day show. Pat was also responsible for increasing the market presence of TV Magic in industry publications and has personally written many articles that have been placed in these publications. In addition several magazine editors have routinely interviewed Pat on various industry topics and included quotes from these interviews in their published articles.

Projects completed under Pat's direction or with his involvement while at TV Magic include high profile broadcast (ESPN LA Live, Trinity Broadcasting); education (CSU San Marcos HD studios, San Diego High School HD production system); government (SPAWAR command center, Global Hawk telemetry vehicle); and house of worship (Cottonwood Church, Saddleback Church) projects plus many more. Pat is a graduate in Video Production studies from Oakland University and holds the CTS (Certified Technology Specialist) certification from respected industry organization Infocomm International.

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Brian Rose has been in broadcast operations and engineering for more than fourteen years. He began his broadcasting career at a three-station radio group in Susanville, CA. Upon moving to Las Vegas, NV, he worked as a broadcast engineer for KNUU and KRLV.

Shortly after moving to Las Vegas, he was hired as MIS Manager for the Talk America Radio Networks, and promoted to Director of Engineering. After Talk America was purchased by the IDT Corporation, Brian supervised moving the nationally syndicated network to Newark, NJ, including the transfer of programming and operations. In addition, Mr. Rose designed and managed the construction of a new digital studio complex. This state-of-the-art facility was featured in two industry leading trade publications (Radio World and BE Radio).

Brian has also written reviews and articles on various types of broadcast equipment and systems, which have been published in trade publications such as Radio Magazine, Radio World, and TV Technology.

While at IDT Corporation, Brian served as Vice President of Engineering & Operations for WMET in Washington DC (another network purchased by IDT). He supervised a 50 Kilowatt power upgrade at a transmitter site, designed and managed the construction of a new 8500 sq ft digital studio complex containing two production rooms, a master control studio, talk studio, and a newsroom for the WMET network.

Brian relocated back to his home-state of California in the early 2000's, where he began working at TV Magic as a Project Engineer. He was involved in various projects including worship center A/V and TV production, city council chambers A/V and TV production, community center A/V projects, and more. He supervised the offsite and onsite work for HD upgrades at both the Saddleback Church in Lake Forest, CA and for Word of Life Christian Center in Las Vegas, NV. He served as Project Engineer for the David H. Koch Theater at Lincoln Center in New York City, designing and supervising the installation of the broadcast center, in-house IPTV system and Media Asset Management systems.

Certifications include: InfoCOMM CTS, Extron AV Associate, Crestron DMC-E, Chief Certified Partner.

Additional training includes Solid State Logic, OMT, Logitek, Wheatstone, BARCO, and others.

Jon Griffin is a Lighting Designer, Lighting Director, Special Effects Designer, and Technical Director. His experience goes back over 9 years. He has worked on projects for Saddleback Church, Anaheim Ducks, Disneyland Entertainment, Walt Disney Imagineering, and Disneyland.

Jon's skills include High-End Systems Wholehog trained (II/III/iPC/Roadhog), High-End Systems DL2/DL3 programmer/operator, Vari-lite factory trained, ETC Express/Expression and Sensor/Unison dimming, Wysiwyg, Autocad, Adobe Photoshop, Adobe After-Effects, and Mac/PC Fluent.

Installations Jon has completed include the Intel Experience at NAB, Mariners Church (Irvine, CA), Metropolitan Baptist Church, Saddleback Church, and Disneyland Entertainment (Playhouse Disney California).

His experience ranges from indoor and outdoor lighting, task lighting, special effects, broadcast and production.

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MINIMUM QUALIFICATIONS

Triton Technology Solutions is a broadcast and AV system integration and engineering company dedicated to providing customers state-of-the-art solutions and quality customer service with the utmost integrity.

Triton's business philosophy is at its core based on the concept of quality. Quality designs, quality installation, quality communication. Getting the job done right is the key. To that end, Triton strives to create experienced teams of individuals who all have this goal in mind. Project processes all revolve around making sure a high quality and complete system is delivered to the customer. Another important element is clear communication. Keeping the lines of communication open and providing regular reports during a project are integral to developing a system that provides what the customer needs on time and on budget while avoiding misunderstandings and disconnects that can creep up during a project.

Even though Triton has only been in business since February 2010, Triton partners have been involved in designing and integrating state-of-the-art systems for a variety of customers and systems. With over 70 years of combined industry experience, Triton partners have a vast network of customers, technical personnel and equipment manufacturers and representatives. Gus, Kristen and Pat are well-respected industry veterans who can handle projects of various sizes and complexities.

Professional references who received services of a similar size and scope from Triton are:

City of Santa Barbara

Contact: Tony Ruggieri, Phone 805-564-5311, Email truggieri@ci.santa-barbara.ca.us
Project start date January 2012, end date July 2012

Triton was contracted by the City of Santa Barbara to provide a design to upgrade their audio and video presentation system in a meeting room ancillary to their city hall main production facility. The new system included automated microphone system with DSP, Crestron control system, audio and video switcher. The design included integration with the existing projection system, robotic cameras and other ancillary equipment. The presentation system feeds the production control room at the city hall a few blocks away.

County of Santa Barbara

Contact: John Green, Phone (805)934-6229, Email jlgreen@co.santa-barbara.ca.us
Project start date January 2012, projected end date December 2012

The County of Santa Barbara is expanding their Santa Maria Administration Building where the Board of Supervisors Hearing Room is located along with their conference room. The County has contracted Triton to work with the architect and project team to provide audio and visual design services for this expansion. The design includes the presentation system, sound reinforcement system, assistive listening system, multiple displays to support the audience and lobby. The design includes these systems being integrated into the County's existing production and broadcast system.

Additional references and project information are available upon request.

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PRICING & PAYMENT SCHEDULE

Triton is proposing a fixed price for the Program and Design Phase. The price for the Program and Design Phase for this project is **\$31,000.00**

The payment terms for the Program and Design Labor is:

- 10% deposit due at execution of contract
- 20% due Net 30 upon delivery of first version of conceptual drawing in Program Phase
- 30% due Net 30 upon delivery of first version of single line drawing in Design Phase
- 30% due Net 30 upon delivery of first version of Bill of Materials in Design Phase
- 10% held in retention until project sign off.

All invoices are due in net 30 days.

TRITON SAMPLE DOCUMENTATION

The following sample documentation is a representation of the documentation that Triton delivers on their projects.

Conceptual or Block and Flow Drawings - These are the first two drawings and they give you a high level drawing that conceptualizes what you are trying to accomplish.

Single Line Drawings – These are a wire diagram how all your equipment is wired together. They document every piece of equipment and cable that is to be installed. Each piece of equipment is identified and each cable is identified with a unique cable number that corresponds to the cable database.

Floor Plan and Room Layouts - show you where racks and or consoles are located as well as BSP I/O panel locations.

Console Elevation - shows you where all the equipment will be located plus this takes into consideration how many operators there will be and how they will interact with the gear. This also tells us how to design a console depending on the workflow, the number of operators, etc...

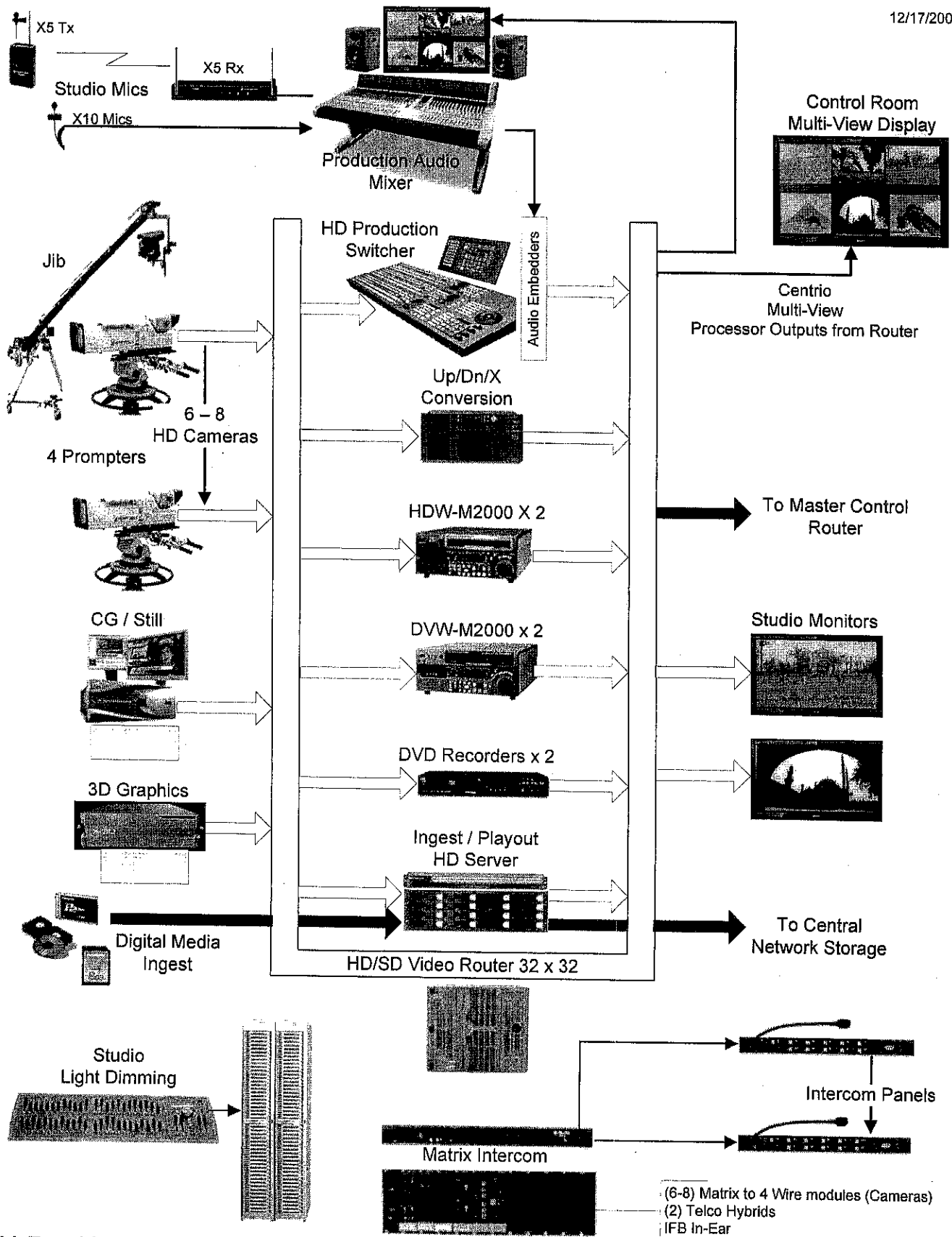
Rack Elevation – All the equipment needs to be placed either in a rack or console. Once the rack elevation is completed this will show the customer the location of every piece of equipment and if additional racks are required. This is also used as a map for the installer so that they can easily rack the equipment in the correct location. This also helps the customer visualize the location of the equipment so that they don't end up moving equipment from one location to the next once it has been installed. This information is tied back to the database so that you can estimate cable run lengths to purchase consumables such as cables, connectors, etc...

Patch Panel and BSP I/O Panels – These are documented so that the customer can visualize all patch points, as well as being able to print the labels that will go on the patch panel. The BSP panel is documented so that the drawing can be sent to a fabricator and built to specification.

Cable Database – Once single lines are finished and approved a database is created which includes every cable that needs to be installed. The database includes a unique cable id number, the cable source, cable destination, signal type, cable type, cable color, if it is a mult cable, and a column for notes. This information then is queried to produce cable run lists for the installers. This allows the install to be more efficient.

SAMPLE CONCEPTUAL OR BLOCK AND FLOW
HD Production Work Flow

12/17/2009



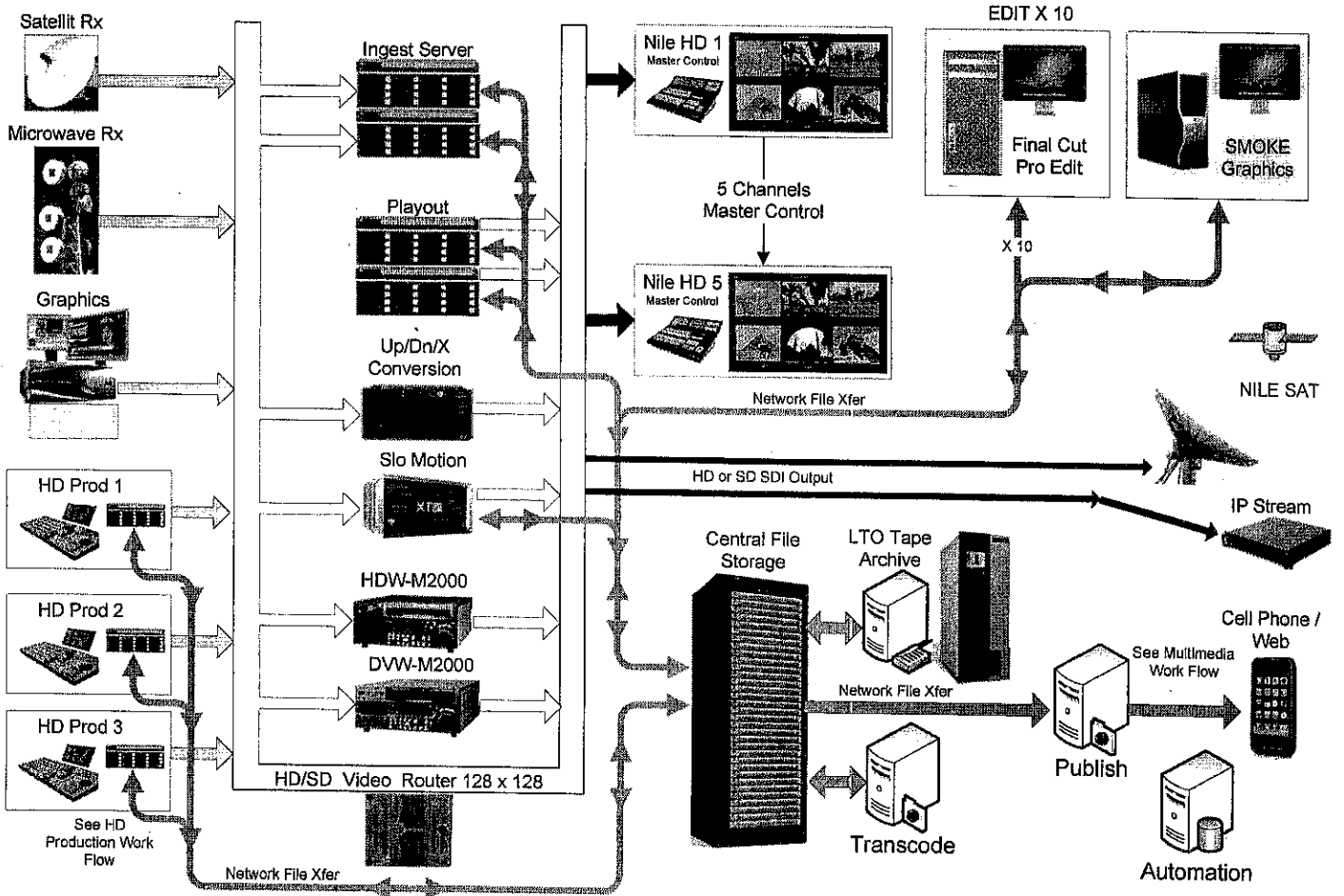
- (6-8) Matrix to 4 Wire modules (Cameras)
- (2) Telco Hybrids
- IFB In-Ear



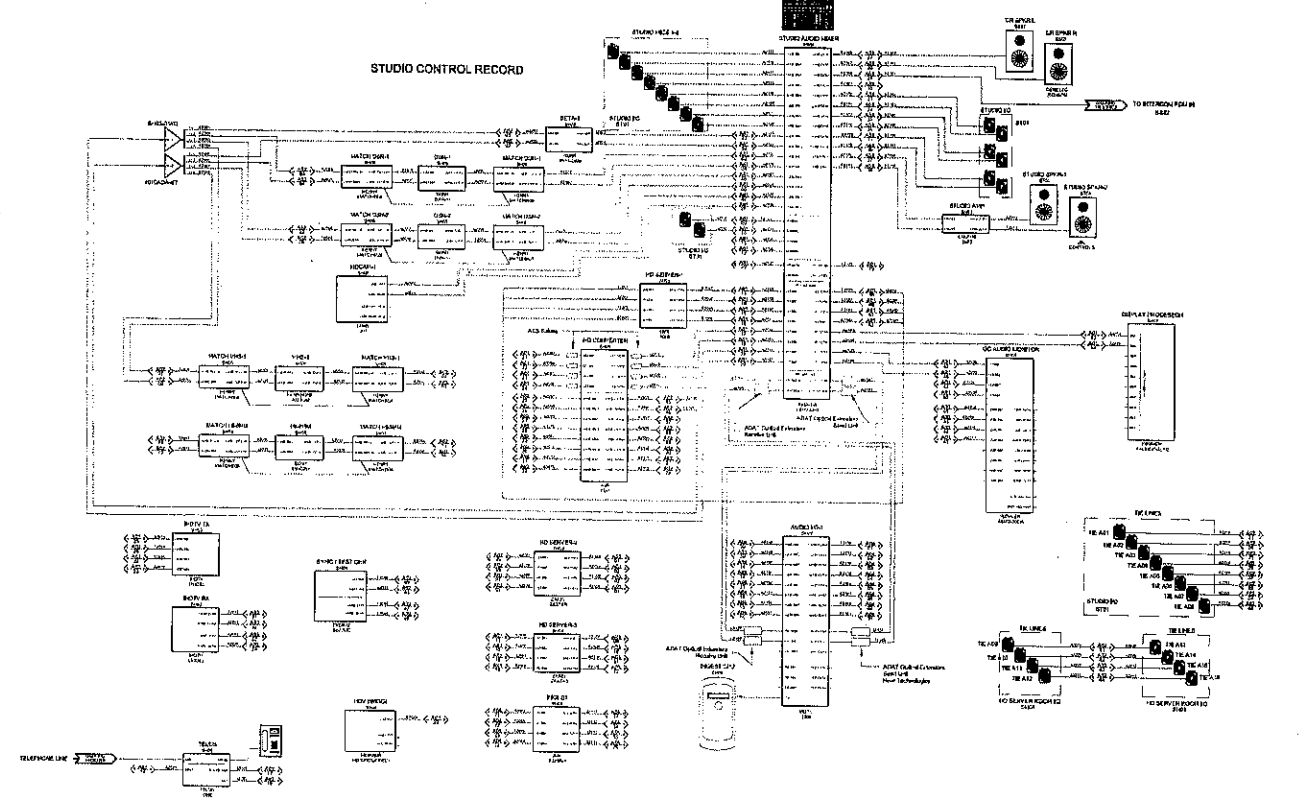
SAMPLE CONCEPTUAL OR BLOCK AND FLOW

HD Master Control Flow

12/17/2009



SAMPLE SINGLE LINE

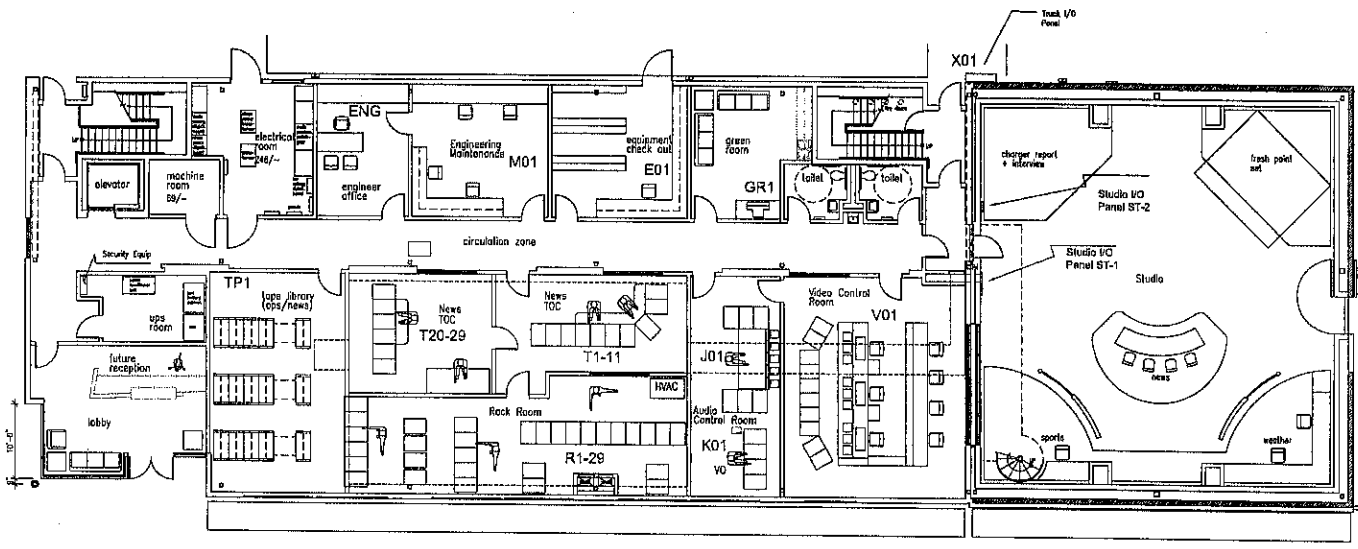


<p>Triton Technology Solutions 200 Rowland Dr. Ste. 203 San Clemente, CA 92672 Tel: (949) 388-5019 www.triton-tech.com</p>	<p>REVIEWED BY: _____</p> <p>DATE: _____</p>	<p>TRADE SECRET NOTICE: This page, all information disclosed and the design shown and described herein or hereon are the property of Triton Technology. These data and specifications are for the sole use of Triton Technology, and may not be used for any other application without the express written consent of Triton Technology.</p>	<p>APPN NAME PREFIX: A2201 - A2231</p>	<p>Author: G. Almon</p>	<p>Checked: _____</p>	<p>Drawn: _____</p>	<p>Project No: _____</p>	<p>Part No: _____</p>	<p>Rev: 0</p>
	<p>REVISIONS:</p> <p>NO. 1: _____</p> <p>NO. 2: _____</p> <p>NO. 3: _____</p> <p>NO. 4: _____</p> <p>NO. 5: _____</p>	<p>DATE: _____</p>	<p>DATE: _____</p>	<p>DATE: _____</p>	<p>DATE: _____</p>	<p>DATE: _____</p>	<p>DATE: _____</p>	<p>DATE: _____</p>	<p>DATE: _____</p>

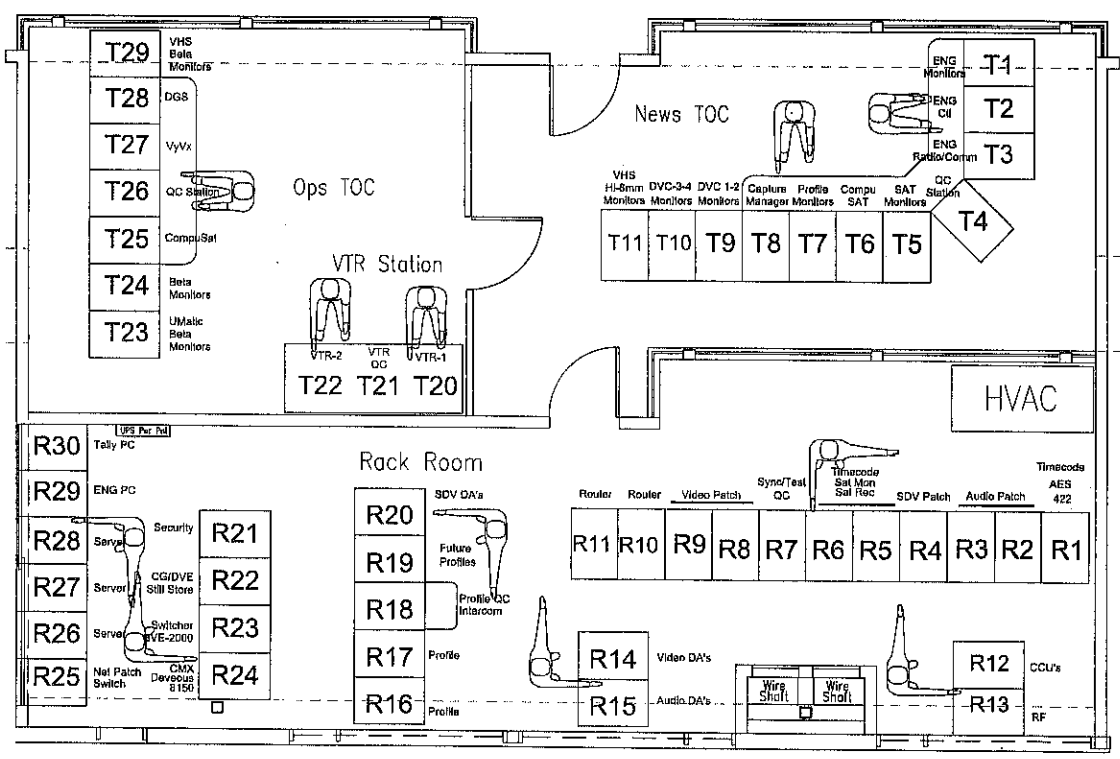
AUDIO STUDIO RECORD

Rev: 0 Date: 9/2/10

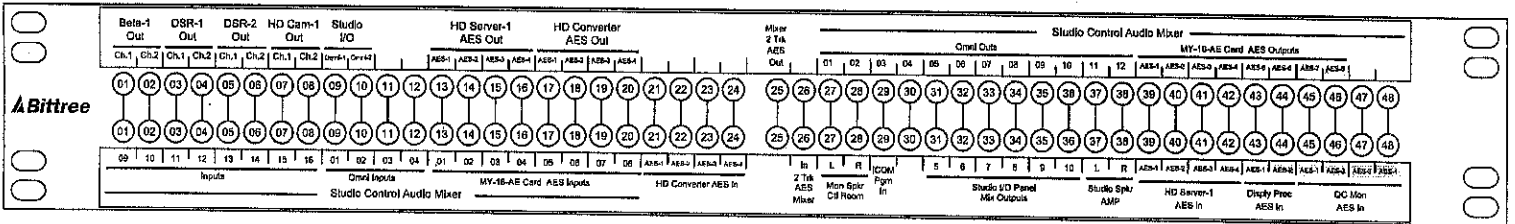
Part No: A03



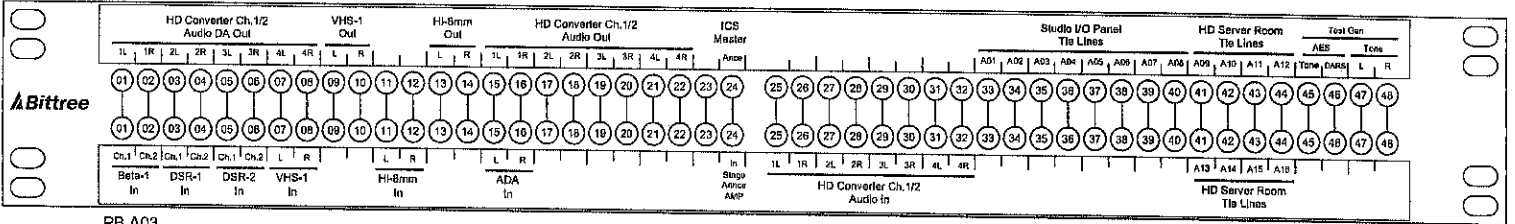
<p>Triton Technology Solutions 200 Avenida Del Mar, Suite 200 San Clemente, CA 92672 Tel: (949) 358-8110 www.tritontechnology.tv</p>	<p>DESIGNED AND DRAWN BY: REVISED BY: DATE APPROVED BY: DATE APPROVED BY:</p>	<p>TRADE SECRET NOTICE: This page, all information contained and the tables shown, are confidential and proprietary to Triton Technology. These plans and specifications are the sole work of Triton Technology, and may not be used by any other individual party, such as a contractor, without the written consent of Triton Technology.</p>	<p>DATE: 9/6/10 DRAWN BY: FLR-1 SCALE: AS SHOWN</p>	<p>PROJECT NAME: FLOOR PLAN FIRST FLOOR NEWS SHEET NO: FLR-1</p>	<p>DATE: 9/6/10 DRAWN BY: FLR-1 SCALE: AS SHOWN</p>
	<p>DATE: 9/6/10 DRAWN BY: FLR-1 SCALE: AS SHOWN</p>	<p>DATE: 9/6/10 DRAWN BY: FLR-1 SCALE: AS SHOWN</p>	<p>DATE: 9/6/10 DRAWN BY: FLR-1 SCALE: AS SHOWN</p>	<p>DATE: 9/6/10 DRAWN BY: FLR-1 SCALE: AS SHOWN</p>	<p>DATE: 9/6/10 DRAWN BY: FLR-1 SCALE: AS SHOWN</p>



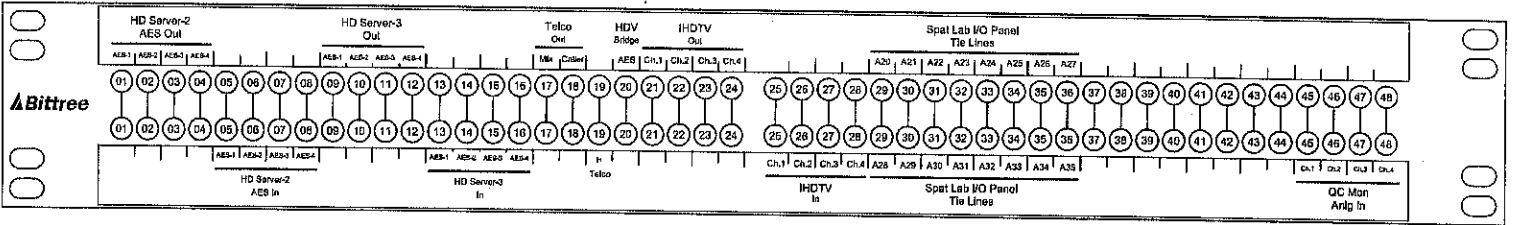
PB A01



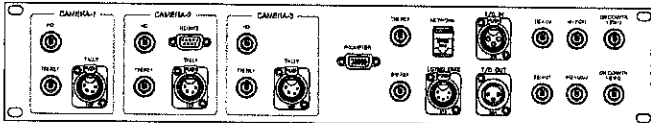
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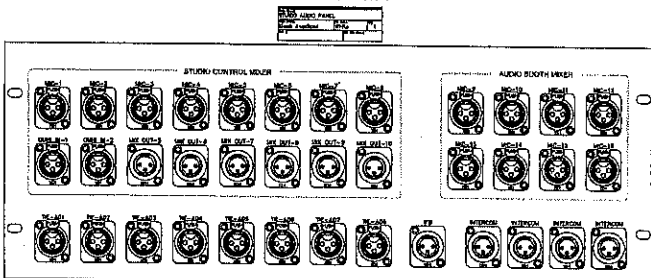
PB A03



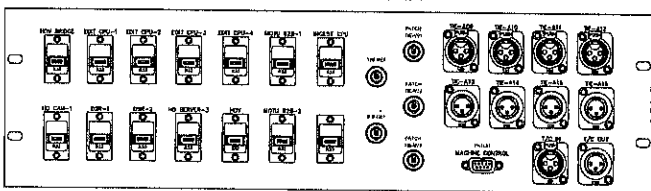
Studio Video Panel



Studio Audio Panel

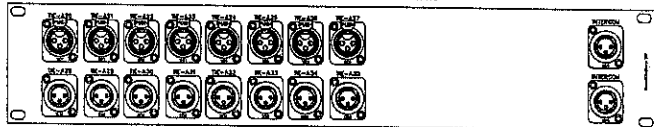


HD Server Room I/O Panel

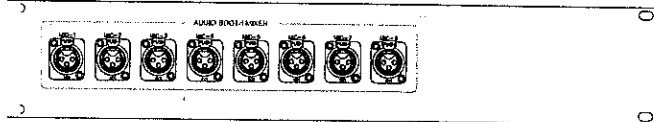


I/O Panels

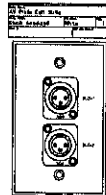
SPAT LAB AUDIO PANEL



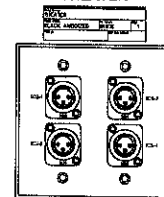
AUDIO BOOTH PANEL



EDIT SUITE



THEATER



NOTE: ALL PANELS BLACK ANODIZED WITH ENGRAVED WHITE LETTERING
 ALL XLR'S NEUTRIK BACK BODY, GOLD PINS
 ALL BNC'S ISOLATED, TRUE 75 OHM FEEDTHRU
 DB-9 FEMALE FEEDTHRU



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 www.tritontechnology.tv

REVISIONS AND APPROVALS

APPROVED BY:	REVISION/DATE:
DATE APPROVED:	FINAL APPROVED DATE:

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TRITON TECHNOLOGY

Drawn:	Checked/Date:	Engineer/Date:	Drawn:
G. Almon			BSP PANELS
Drawn:	Checked/Date:	Engineer/Date:	
G. Almon			

Part No.:	0
Rev. Date:	07/05/10
Rev. Desc.:	BSP 1
Rev. 1 of 1	

Customer

Master

Cable List

06-Jan-10

Cable Number	Cable Source				Cable Destination				Signal Type	Cable Type	Cable Color	Mult Cable	Notes
	Location	Equipment	Termination	Connector	Location	Equipment	Termination	Connector					
10151	Src ER 117	ASP 01 : SD OUT 1	2065-2		Dest ER 117	DNX 01 : SDTI IN	2065-2		DV	1505A	BLACK		
10152	Src ER 117	DNX 11 : SDTI OUT	2065-2		Dest ER 117	ASP 11 : SDI IN	2065-2		DV	1505A	BLACK		
10153	Src ER 117	DNX 01 : HD OUT	2065-2		Dest ER 113	HDA A03 : IN	2065-2		DV	1505A	BLACK		
10154	Src ER 117	ASP 02 : SD OUT 1	2065-2		Dest ER 117	DNX 02 : SDTI IN	2065-2		DV	1505A	BLACK		
10155	Src ER 117	DNX 12 : SDTI OUT	2065-2		Dest ER 117	ASP 12 : SDI IN	2065-2		DV	1505A	BLACK		
10156	Src ER 117	DNX 02 : HD OUT	2065-2		Dest ER 113	HDA A04 : IN	2065-2		DV	1505A	BLACK		
10157	Src ER 117	ASP 03 : SD OUT 1	2065-2		Dest ER 117	DNX 03 : SDTI IN	2065-2		DV	1505A	BLACK		
10158	Src ER 117	DNX 13 : SDTI OUT	2065-2		Dest ER 117	ASP 13 : SDI IN	2065-2		DV	1505A	BLACK		
10159	Src ER 117	DNX 03 : HD OUT	2065-2		Dest ER 113	HDA A05 : IN	2065-2		DV	1505A	BLACK		
11001	Src ER 112	RS 1 : OUT 97	2065-1		Dest ER 112	MVP CRD 1 : IN 01	2065-1		DV	1855-	BLACK		
11002	Src ER 112	RS 1 : OUT 98	2065-1		Dest ER 112	MVP CRD 1 : IN 02	2065-1		DV	1855-	BLACK		
11003	Src ER 112	RS 1 : OUT 99	2065-1		Dest ER 112	MVP CRD 1 : IN 03	2065-1		DV	1855-	BLACK		
11004	Src ER 112	RS 1 : OUT 100	2065-1		Dest ER 112	MVP CRD 1 : IN 04	2065-1		DV	1855-	BLACK		
11005	Src ER 112	RS 1 : OUT 101	2065-1		Dest ER 112	MVP CRD 1 : IN 05	2065-1		DV	1855-	BLACK		
11006	Src ER 112	RS 1 : OUT 102	2065-1		Dest ER 112	MVP CRD 1 : IN 06	2065-1		DV	1855-	BLACK		
11007	Src ER 112	RS 1 : OUT 103	2065-1		Dest ER 112	MVP CRD 1 : IN 07	2065-1		DV	1855-	BLACK		
11008	Src ER 112	RS 1 : OUT 104	2065-1		Dest ER 112	MVP CRD 1 : IN 08	2065-1		DV	1855-	BLACK		
11009	Src ER 112	RS 1 : OUT 105	2065-1		Dest ER 112	MVP CRD 2 : IN 01	2065-1		DV	1855-	BLACK		
11010	Src ER 112	RS 1 : OUT 106	2065-1		Dest ER 112	MVP CRD 2 : IN 02	2065-1		DV	1855-	BLACK		
11011	Src ER 112	RS 1 : OUT 107	2065-1		Dest ER 112	MVP CRD 2 : IN 03	2065-1		DV	1855-	BLACK		
11012	Src ER 112	RS 1 : OUT 108	2065-1		Dest ER 112	MVP CRD 2 : IN 04	2065-1		DV	1855-	BLACK		
11013	Src ER 112	RS 1 : OUT 109	2065-1		Dest ER 112	MVP CRD 2 : IN 05	2065-1		DV	1855-	BLACK		
11014	Src ER 112	RS 1 : OUT 110	2065-1		Dest ER 112	MVP CRD 2 : IN 06	2065-1		DV	1855-	BLACK		
11015	Src ER 112	RS 1 : OUT 111	2065-1		Dest ER 112	MVP CRD 2 : IN 07	2065-1		DV	1855-	BLACK		
11016	Src ER 112	RS 1 : OUT 112	2065-1		Dest ER 112	MVP CRD 2 : IN 08	2065-1		DV	1855-	BLACK		
11017	Src ER 112	RS 1 : OUT 113	2065-1		Dest ER 112	MVP CRD 3 : IN 01	2065-1		DV	1855-	BLACK		
11018	Src ER 112	RS 1 : OUT 114	2065-1		Dest ER 112	MVP CRD 3 : IN 02	2065-1		DV	1855-	BLACK		
11019	Src ER 112	RS 1 : OUT 115	2065-1		Dest ER 112	MVP CRD 3 : IN 03	2065-1		DV	1855-	BLACK		
11020	Src ER 112	RS 1 : OUT 116	2065-1		Dest ER 112	MVP CRD 3 : IN 04	2065-1		DV	1855-	BLACK		
11021	Src ER 112	RS 1 : OUT 117	2065-1		Dest ER 112	MVP CRD 3 : IN 05	2065-1		DV	1855-	BLACK		
11022	Src ER 112	RS 1 : OUT 118	2065-1		Dest ER 112	MVP CRD 3 : IN 06	2065-1		DV	1855-	BLACK		
11023	Src ER 112	RS 1 : OUT 119	2065-1		Dest ER 112	MVP CRD 3 : IN 07	2065-1		DV	1855-	BLACK		
11024	Src ER 112	RS 1 : OUT 120	2065-1		Dest ER 112	MVP CRD 3 : IN 08	2065-1		DV	1855-	BLACK		

Sorted By: Cable

EXHIBIT C

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/6/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nugen & Assoc. Ins. Serv. Inc. Lic.#0C17304 10722 Arrow Route #116 Rancho Cucamonga, CA 91730	CONTACT NAME:	PHONE (A/C No. Ext): 909/941-0167	FAX (A/C No.): 909/941-9453	
	E-MAIL ADDRESS: <input type="checkbox"/>			
PRODUCER CUSTOMER ID#:				
INSURED TRITON TECHNOLOGY SOLUTIONS, INC PO BOX 546 SAN CLEMENTE, CA 92674 949 481-5715	INSURER(S) AFFORDING COVERAGE		NAIC#	
	INSURER A: GOLDEN EAGLE INSURANCE CORP			
	INSURER B: UNITED STATES LIABILITY INS CO			
	INSURER C: MARKEL INSURANCE COMPANY			
	INSURER D:			
	INSURER E:			
INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CBP8859161	03/03/12	03/03/13	EACH OCCURRENCE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000.00
							PERSONAL & ADV INJURY	\$2,000,000.00
							GENERAL AGGREGATE	\$4,000,000.00
							PRODUCTS - COMP/OP AGG	\$4,000,000.00
							GEN'L AGGREGATE LIMIT APPLIES PER:	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
A	AUTOMOBILE LIABILITY			BA 3590204	05/24/12	05/24/13	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000.00
	<input checked="" type="checkbox"/> ANYAUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC0012525-02	9/12/12	9/12/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000.00
							E.L. DISEASE - POLICY LIMIT	\$1,000,000.00
B	ERRORS AND OMISSIONS			TK1005569B	05/13/12	05/13/13	\$1,000,000.	
A	PROPERTY			CBP8859161	03/03/12	03/03/13	VALUE \$50,000. DED \$1000.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ALL AUDIO OPERATIONS OF THE NAMED INSURED. THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED WITH RESPECT TO THIS SUBJECT PROJECT WITH THE CITY PER FORM CG2010 07/04. ANY OTHER INSURANCE MAINTAINED BY THE CITY OF COSTA MESA SHALL BE EXCESS & NOT CONTRIBUTING WITH THE INSURANCE PROVIDED BY THIS POLICY 22-111 01/07

CERTIFICATE HOLDER CITY OF COSTA MESA 77 FAIR DR COSTA MESA CA 92626 ATTN: DANE BORA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
--	--

Insured: TRITON TECHNOLOGY SOLUTIONS INC
Policy Number: CBP8859161

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS-
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person (s) Or Organization(s):
**THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS,
OFFICERS, AGENTS AND EMPLOYEES**

Locations(s) of Cover Operations:
ALL AUDIO OPERATIONS OF THE NAMED INSURED

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional insured(s), the following additional exclusions apply: This insurance does not apply to “bodily injury” or “property damage” occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project
- CG 2010 07/04 Copyright ISO Properties Inc 2004

Name of Insured: TRITON TECHNOLOGY SOLUTIONS INC
Policy Number: CBP8859161

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to provision a. Primary insurance of paragraph 4. Other Insurance under Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

- (1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and
- (2) The "bodily injury" or property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

- B. For the purpose of this endorsement the following is added to SECTION V – DEFINITIONS:

"Additional insured's own insurance," means other insurance for which the additional insured is designated as a Named Insured.

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