

City of Sacramento
City Council - 2PM Report
915 I Street Sacramento, CA 95814
www.cityofsacramento.org

File ID: 2026-01086

6/23/2026

[Contract] Audio Visual Services [Published for 10-Day Review 06/11/2026]

File ID: 2026-01086

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Manager or designee to execute nonprofessional service agreements with: 1) AV SPL, LLC for audio-visual (AV) services for an amount not-to-exceed \$300,000, with five one-year automatic renewal, for a total contract amount of 1,500,000; and 2) FORTÉ for AV services for an amount not-to-exceed \$300,000, with five one-year automatic renewal terms, for a total contract amount of \$1,500,000.

Contact: Manuel Martinez, IT Manager, (916) 808-8785, mmartinez@cityofsacramento.org; Darin Arcolino, CIO, (916) 808-0403, darcolino@cityofsacramento.org; Cassy Vaioleti, Program Specialist, (916) 808-8047, cvaioleti@cityofsacramento.org; Department of Information Technology

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-AVI SPL Agreement
- 3-FORTÉ Agreement

Description/Analysis

Issue Detail: The City's AV infrastructure is outdated and lacks uniformity, particularly in critical locations such as council chambers and conference rooms, where dependable systems are essential for legislative functions and remote participation. The Department of Information Technology oversees AV systems across various meeting environments. However, limited staff and expertise hinder the City's ability to meet increasing demands for hybrid meetings, modernization, emergency repairs, or routine maintenance. Numerous spaces require specialized installation and programming beyond the capabilities of in-house staff. Engaging qualified AV contractors is crucial for timely technical support and sustaining operational reliability and transparency. Engaging qualified AV contractors is crucial for timely technical support and sustaining operational reliability and transparency.

The City issued a Request for Proposal (RFP) (PP26071011001) to identify suppliers with proven

expertise in AV system installation and maintenance. Notifications were sent to over 400 suppliers, resulting in seven (7) proposals being submitted.

Respondents were evaluated and ranked based on several criteria, including company profile, references, staff qualifications, industry certifications, pricing, overall value, and quality and completeness of their proposals. The evaluation panel consisted of city staff with varying levels of experience working with AV integrators, including project managers, technicians, and telecommunications engineers. After a comprehensive review of all proposals and completion of reference checks, the panel concluded that AVI-SPL and Forte provided the strongest proposals that best met the City's needs to support our existing projects and ongoing AV requirements.

Policy Considerations: The recommendations in this report are consistent with the provisions of Sacramento City Code chapter 3.56, Purchasing of Supplies and Services and consistent with the requirements of the City's Non-Professional Services Administrative Policy (API) AP-4101, Section 3.2 regarding non-professional services over \$250,000. This item was published for 10-day review on June 11, 2026, in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations: Contracting for AV services is an administrative activity that will not result in direct or indirect physical changes in the environment and is not a project subject to California Environmental Quality Act ("CEQA") review. CEQA Guidelines section 15378 (b)(5).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The City will engage new contractors to upgrade equipment, enable hybrid teleconferencing, perform preventive maintenance, and respond quickly to critical issues, ensuring reliable AV systems for meetings and collaboration. With limited staff and expertise, the Department of Information Technology relies on qualified AV contractors for system upgrades, repairs, and complex integrations. These suppliers are essential to maintain consistent, future-ready AV operations that support public engagement and internal teamwork.

The selected contractors will provide on-call AV installation, programming, hybrid meeting integration, and maintenance for all City facilities. Using these contractors enables the City to efficiently handle urgent or high-priority AV needs, specialized projects like Public, Educational, Government (PEG) broadcasting, and maintain reliable operations. Staff recommends awarding contracts to AVI-SPL and Forte to ensure consistent and expert support for the City's AV infrastructure.

Financial Considerations: No additional funding is required. Funding for this service will be paid for

by the requesting department on an as-needed basis.

Local Business Enterprise (LBE): AVI SPL is an LBE; however, FORTE is not an LBE.

CONTRACT #: PRC004355
CONTRACT NAME: Audio Visual Services
AGREEMENT TERM: 06/23/2026-06/30/2026
AUTHORIZED RENEWALS: 1-year terms, starting July 1, 2026 to June 30, 2031
DEPARTMENT/DIVISION: IT/Operations

PROJECT: NA
NOT-TO-EXCEED AMOUNT: \$1,500,000
SOLICITATION: P26071011001
LBE (Y/N): Y
COUNCIL FILE ID: 2026-01086

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("CITY"), and

*AVI-SPL, LLC
1166 National Dr #80
Sacramento, CA 95834*

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the "Contract Documents"):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda
Exhibit A – Scope of Work
Exhibit B – Payment
Exhibit C – Insurance
Exhibit D – General Conditions
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the non-professional services described in Exhibit A ("Services").

Contractor will not be compensated for non-professional services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

None

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period. Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City

Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*City of Sacramento
John Esperanca, Telecom III
915 I Street, 3rd Floor
Sacramento, Ca 95814*

The CONTRACTOR Representative for this Agreement is:

*AVI-SPL, LLC
1166 National Dr #80
Sacramento, CA 95834*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

- 2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
- 3. Time of Performance.** The Services described in this Contract shall be provided in Attachment 1 to Exhibit A . Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.

EXHIBIT B

PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ \$1,500,000. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by CONTRACTOR must contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) Contractor's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) Contractor's remit address

- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

7. **Accounting Records of Contractor.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

8. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

9. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

_____ Construction work in an amount exceeding \$25,000;

- _____ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- ____X____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If any of the lines is checked above, this Contract includes "Public Work" under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the

current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

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

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

 X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

____ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

 X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

____ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

____ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits

and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
 - A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
 - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
 - C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
7. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
8. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
9. **Verification of Coverage.**
 - A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
 - B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. Contractor Information.

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

- C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

- (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
- (2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

14. **Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. **Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

- A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.
- B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.
- C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.
- D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

16. Indemnity.

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

17. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

18. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself,

its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
 - (1) Withholding of payments to Contractor under this Contract until Contractor complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

27. Debarment Certification

- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
 - (5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.
- B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.
- C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.
- D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

Scope of Services/Scope of Work Attachment 1 to Exhibit A

1. General Information

- 1.1 This Attachment 1 to Exhibit A (“Attachment 1A” or “Attachment”) supplements and incorporates by this reference the agreement between City of Sacramento (“CITY” or “City”) and AVI-SPL, LLC. (“AVI-SPL”, “CONTRACTOR” or “contractor”) for audio-visual services (the “Project”), (the “Contract”).
- 1.2 Attachment 1A is the Scope of Services (also referred to as the Scope of Work or “SOW”) for the Contract. The defined word or terms in the Contract, if used herein, shall have the same meaning given to them in the Contract, unless otherwise expressly defined herein.
- 1.3 The proposal in response to the Request for Proposal (RFP) #P26071011001 received from the Contractor on December 16, 2025, is incorporated herein the Scope of Services by reference.
- 1.4 The Agreement contains the following schedules herein:

Attachment 1, Exhibit A (“1A”): Scope of Services or Scope of Work “SOW”
Attachment 1, Exhibit B (“1B”): Fee Schedule/Milestone Payments

1.5 Time of Performance

The contractor will provide the services described under the Agreement during the Agreement’s six (6) consecutive terms, unless extended or terminated earlier at the City’s sole discretion in accordance with the Agreement. The Agreements’ first term shall begin on the date provided on the first page of the Agreement (The “Effective Date” and end on June 30, 2026. Thereafter, the Agreement’s subsequent terms will automatically renew on July 1 of each year beginning on July 1, 2026, for five (5) one (1) year terms, for a total of six (6) consecutive terms, unless terminated sooner at the City’s sole discretion in accordance with Section 13 of Exhibit D of the Agreement.

2. Definitions

- 2.1 “AV” stands for Audio Video
- 2.2 “City” means City of Sacramento
- 2.3 “City representative” means the City’s designated contact for the project assigned by City IT Staff via the TR work order.

2.4 “City Point-on-Contact” (City POC) means the City Telecom Engineer lead contact who coordinates projects or may also lead a project.

2.5 “Contractor Point -of -Contact” means the Contractor’s assigned lead to handle City’s projects.

2.6 “Scope of Services” (SOW) The Scope of Services or Scope of Work is identified also referenced as “SOW” in this Agreement.

2.7 “Telecommunications Request (TR)” means the City’s Information Technology Departments internal work-order system.

3. **Overview of Services**

CONTRACTOR shall provide the City’s Audio-Visual (AV) services that include labor and materials associated with the installation, programming, testing, documenting and maintenance of all AV systems in city facilities. City conference rooms include teleconference systems for remote meetings via Teams and Zoom, or for content sharing. As audio visual equipment is needed, more meeting rooms may require system design and installation and each handled individually.

3.1 **CONTRACTOR Responsibilities.**

3.1.1 **Point-of-Contact.** Contractor shall:

- 3.1.1.1 Assign a Contractor POC to coordinate the performance of the contract with the City’s IT Staff.
- 3.1.1.2 Coordinate with the City’s POC Staff or designated representatives for scheduling and prioritizing installations, programming changes, and service requests. Direct all scheduling-related inquiries to the City’s POC Engineer.

System Design Services

- 3.1.2.3 Update or generate AV line diagrams as needed.
- 3.1.2.4 Design and document new and existing AV systems.
- 3.1.2.5 Provide upgrade path for existing systems to support accurate budgeting and minimize down time.

3.1.2 **Programming/Configuration.** Contractor shall:

- 3.1.2.1 Maintain hybrid teleconference rooms, including software and firmware updates.
- 3.1.2.6 Program AV control systems, Extron and Crestron and others as required.
- 3.1.2.7 Program touch panels and other related system inputs.
- 3.1.2.8 Ensure system programming files are accessible for future use.
- 3.1.2.9 Backup files are to be stored on the equipment as well as provided to City.

- 3.1.2.9 Integrate and configure audio and video end points and conference room presentation systems in City-owned buildings.

3.1.3 **Installation/Maintenance.** Contractor shall:

3.1.3.1 Perform, design, installation and maintenance of audio-visual and hybrid teleconference systems for City departments and City approved Joint Powers Authorities (JPA's), as needed and determined by City staff.

3.1.3.2 Install, maintain, programming of devices, ~~and~~ is intended to be a comprehensive service, including but not limited to control systems such as, projection or display systems, camera systems (can be fixed view or auto tracking), amplified audio systems, equipment racks and cabinets.

3.1.3.3 Install hybrid teleconference solutions from various manufacturers based on user requirements.

3.1.3.4 Install AV presentation and teleconferencing equipment in designated meeting rooms.

3.1.3.5 Install and calibrate all speakers, microphones and digital signal processes DSP to eliminate feedback loops.

3.1.3.6 Oversee the installation and provisioning of all AV equipment including installation of large video displays, projectors, screens, video presentation, control heads and presentation interfaces.

3.1.4 **Upon Completion**

Contractor shall:

3.1.4.1 Provide as-built documentation upon completion of each project. This shall include line diagrams, rack layouts, wiring diagrams, labeling information and warranty information for active equipment.

3.1.4.2 Work closely with City POC or City Representative ~~staff~~ to confirm the area is operating as designed and provide end point operational training to City IT staff.

3.1.5 **Priority Dates**

City Council has two recess times a year. The contractor shall be available to dedicate to bi-annual projects and:

- Be available two (2) weeks following the 4th of July, the last two (2) weeks of December and first (1st) week in January.

- Complete all major projects in the Council Chambers during these times noted above in July and December. The Council return date is not flexible
- Be flexible and required to be diligent in time management, communication of project status, and have the room operational for the upcoming scheduled meeting.

3.1.6 Contractor shall be able to attend meetings either in person and/or via Microsoft Teams, as well as conduct field visits within the City of Sacramento on short notice. AVI-SPL can quickly commit individuals with the appropriate expertise without unduly delaying the City's projects or creating conflicts with other firm commitments, and understands that meetings may be held on a regular basis as required by the project.

3.1.6 Standard Customer Support

Description	Priority	Types	Response Time	Communication
Standard Requests	Low	General Requests	2 Business Days	Email, text or phone
Priority Requests	Standard	General requests	1 business day	Email, text or phone
Quote requests	standard	Quote	7 business days	Email
Emergency	Critical	Immediate, Total system outage	8 hours	Text or Phone call

3.1.7 Emergency Services

Support may be needed for emergency services throughout the contract, including remote programming and onsite technician dispatch.

Emergency call-outs must be responded to within 8 hours . An approved personnel list will be provided for initiating calls. City POC will provide details and severity of the outage to the Contractor and collaborate to establish a plan of action. Work will be done on a time and material basis unless a maintenance agreement is in place. If deemed necessary a maintenance agreement will be established per room, or group of rooms.

3.1.8 Assumptions

WORK NOT INCLUDED. The following work will be done by others:

1. Providing electrical wiring and outlets.
2. Painting will be done by the owner
3. Removal of asbestos, if required

3.1.9 City Responsibilities

1. During performance of the contract, the City will designate a dedicated internal resource, City POC (and backup) who will collaborate with the Contractor through the project lifecycle.
2. The City POC shall provide and update city projects priority, in the event of emergencies or competing city projects.
3. CITY POC will provide a job scope and any necessary support documentation including floor plans, product specifications, contacts, and access for the project requested.
4. City POC shall coordinate all site walks will be scheduled at a mutually agreeable time to better understand the scope and site conditions.
5. City POC shall communicate with project requestor and City POC Engineer shall approve all quotes and provide notice to proceed to Contractor.
6. All work must be approved and authorized by the City's POC or designated representative(s).
7. If approved, a "notice to proceed" will be issued in the form of a Telecommunication Request (TR) See definition section
 - a. A work schedule shall be established within five (5) business days from time of project approval.
 - b. Tentative dates are acceptable based on product availability

Table 1: Example of Project Plan:

Tasks	Responsible Role	Description
Project Request	City POC	Project documentation (floor plan, SOW) provided to Contractor POC
Site Walk	Contractor POC with City POC or City Rep	If requested, a site walk may be needed to finalize SOW and verify site conditions
Project design/review	Contractor POC	Reviews and Creates Quote based on needs of City

Quote	Contractor POC	Sends to City POC and City Representative, if applicable for review and approval. includes cost breakdown, timeline and project details.
Approval	City POC/City Rep	TR is provided to Contractor POC. Must be in email and documented.
Scheduling	City POC, Contractor POC	Establish work schedule within 5 business days of project approval

Table 2: Example of TR:



SACRAMENTO

Information Technology

CITY OF SACRAMENTO

TELECOMMUNICATIONS DIVISION

915 I Street, Floor 3, Sacramento, CA 95814 (billing address)

Manuel Martinez - Phone: (916) 808-8785/ FAX: (916) 808-5087

TELECOMMUNICATIONS REQUEST

Attn:	Contractor Name	TR# 1234
Date:	Date	
Department:	City Department	
Division:	City Division	
Service Address:	Location of work	
Site Contact:	Site contact #1	
	Site contact #2	
Service Hours/Available:	time site is open	
Due Date:	date or next available	
Scope of Work:	Work Request	
Work to be performed listed		

City of Sacramento - Network/Telecommunications- Internal use only

Charge the following department's fund line:

Account	Op. Unit	Fund	Dept ID	Prog. Code

Created By:

6. IT General Provisions

6.1 News Releases. Unless otherwise exempted, news releases, endorsements, advertising and social media content pertaining to this Contract shall not be made without the prior written consent of the CITY.

6.2. Documentation. CONTRACTOR agrees to provide to the CITY, at no charge, all Documentation, and updated versions thereof. "Documentation" means manuals and other printed materials necessary or useful to the CITY in its use or maintenance of the Deliverables or Services or Software. Manuals and other printed materials customized for the CITY hereunder constitute work product if such materials are required by the Scope of Services. CONTRACTOR agrees to provide additional Documentation at prices not in excess of charges made by CONTRACTOR to its customers for similar Documentation.

6.3. Future Releases. Unless otherwise specifically provided in this Contract, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software are developed by the CONTRACTOR, and are made available to other licensees, they will be made available to the CITY at no additional cost only if such are made available to other licensees at no additional cost. If the CONTRACTOR offers new versions or upgrades to the Software, they shall be made available to the CITY at the CITY's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the CONTRACTOR in good faith.

6.4 Rights in Work Product. All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the CONTRACTOR pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the CONTRACTOR's administrative communications and records relating to this Contract (collectively "Work Product"), shall be the CITY's exclusive property.

Software and other materials developed or otherwise obtained by or for the CONTRACTOR or its affiliates independently of this Contract ("Pre-Existing Materials") do not constitute Work Product. If the CONTRACTOR creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not.

The CITY will have the same rights to the Work Product as it does to Deliverables. Such rights shall be unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. These rights shall also include the right to release or disclose the Work Product outside the CITY for any government purpose and to

authorize any recipient to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any government purpose.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the CONTRACTOR or jointly by the CONTRACTOR and the CITY may be used by either party without obligation of notice or accounting.

This Contract shall not preclude the CONTRACTOR from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the CITY pursuant to this Contract.

6.5 Software License. Unless otherwise specified in the Contract, the CONTRACTOR hereby grants to the CITY, subject to the terms and conditions of this Contract, a perpetual, revocable, royalty-free, non-exclusive, license to use the software and related products in this Contract (hereinafter referred to as "Software"). The CITY may use the Software in the conduct of its own business, and any division thereof.

6.6 CONTRACTOR's Intellectual Property Rights. CONTRACTOR owns and reserves all right, title, and interest in CONTRACTOR devices and Services and suggestions to CONTRACTOR, including all related intellectual property rights.

6.7 Third Party Infringement Warranty. Subject to the representations and warranties of the CITY in connection with the materials and access supplied by CITY, CONTRACTOR represents that, to the best of CONTRACTOR's knowledge, CONTRACTOR's tools, services, background technology, know-how, resources, or materials do not knowingly infringe the rights of any third party, and use of the same in connection with the Project will not knowingly violate the rights of any third parties except to the extent that such violations are caused by City Information, or the modification of, or use of the Deliverables in combination with materials or equipment outside of the scope of the applicable specifications, by CITY or third parties.

6.8 Third Party Infringement Indemnification. CONTRACTOR will indemnify CITY against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of CONTRACTOR's devices or Services infringes or misappropriates the third-party's intellectual property rights by a court of competent jurisdiction or settlements entered into with a third party for any third party claim against CITY of intellectual property infringement by the CONTRACTOR's devices or Services. CITY will promptly provide CONTRACTOR with written notice of such claim, tender to CONTRACTOR the defense or settlement of such claim at CONTRACTOR's expense and cooperate fully with CONTRACTOR in the defense or settlement of such claim. CONTRACTOR's intellectual property indemnification obligations do not apply to claims based on (a) modification of CONTRACTOR's devices or Services by CITY or a third-party not approved by CONTRACTOR; (b) use of CONTRACTOR's devices and Services in combination with hardware or services not approved by CONTRACTOR; (c) use of CONTRACTOR's devices

and Services other than as permitted in this Agreement; or (d) use of CONTRACTOR's software that is not the most current release provided by CONTRACTOR to the extent that such release is provided by CONTRACTOR to CITY at no additional cost to the CITY. In the event an injunction is sought or obtained against CITY's use of the CONTRACTOR's devices or Services as described under this Agreement as a result of any such infringement claim, CONTRACTOR shall, at its sole option and expense, do one or more of the following:

- (i) procure for CITY's right to continue using the affected CONTRACTOR device or Service,
- (ii) replace or modify the affected CONTRACTOR's device or Service so that it does not infringe, or
- (iii) terminate CITY's access to the affected device or Service.

6.9 Third Party Beneficiaries. The representations, covenants, obligations, rights, and agreements of the parties set forth in this Contract are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a party to this Contract including, without limitation CITY's end user, suppliers, and/or customers. Under this Contract, CONTRACTOR shall have no relationship with the customers to which CITY may provide service. CITY further acknowledges and agrees that no fiduciary relationship arises with CONTRACTOR under this Contract.

6.10 Third Party Agreements Warranty. CONTRACTOR represents that CONTRACTOR's agreement to perform the services pursuant to this Contract does not violate any agreement or obligation between CONTRACTOR and a third party.

6.11 Data Security.

a. Protection of CITY Information. In addition to the applicable provisions in the Exhibit D of the Contract, CONTRACTOR will use commercially reasonable administrative, physical, and technical efforts to protect the security, confidentiality and integrity of CITY Information. At a minimum, CONTRACTOR shall not store, copy, analyze, monitor, or otherwise use CITY Information except for the purposes of providing the Services to CITY. CONTRACTOR shall comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that CONTRACTOR receives or has access to under this Contract or in connection with the performance of the Services for CITY. CONTRACTOR shall otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform the Services under this Contract or in accordance with applicable law. To the extent that CONTRACTOR receives PII related to the performance of this Contract, CONTRACTOR shall protect the privacy and legal rights of the CITY, its personnel, clients, customers, contractors, residents, and visitors. All CITY Information stored or at rest in the CONTRACTOR's data centers, or in transport, will be encrypted in transport and will not be transferred to any other hosting entity or location without the prior written consent of CITY. In the event of a security breach involving CITY Information, CONTRACTOR shall give notice to city in accordance with applicable law. "Security breach" for purposes of this section will refer to an event that compromises the confidentiality, integrity, or availability of CITY Information or PII or allows unencrypted CITY Information or PII to be

acquired by an unauthorized person. Once a security breach has been contained, CONTRACTOR must provide CITY with a post-incident report documenting all containment, eradication, and recovery measures taken. CITY reserves the right in its sole discretion to enlist a third party to audit CONTRACTOR's findings and produce an independent report, and CONTRACTOR will fully cooperate with the third party. CONTRACTOR will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

b. Notification. In the event of a Security breach, CONTRACTOR shall notify the person whose PII has been compromised. The notification shall comply with the notification requirements of California Civil Code sections 1798.29.

6.12 CITY Representations and Warranties on PII. CITY represents and warrants that it will not use PII with the Services. However, if CITY utilizes personal data for the Services, the CITY will collect all PII with proper notice and opt-out opportunities in accordance with all applicable privacy and data protection legislation, including, without limitation, the California Privacy Rights Act. CITY shall defend, indemnify and hold CONTRACTOR harmless from and against any third-party claims that relate to or arise out of CITY's breach of this section.

6.13 Return of CITY Information. Upon termination, CONTRACTOR shall promptly return or delete all CITY Information as directed by CITY in writing at no cost to the CITY. Notwithstanding the foregoing, CITY may elect to download the CITY Information within thirty (30) business days of such termination.

6.14 Deliverables. "Deliverables" as used here means the items, including, without limitation, reports, graphs, charts, codes, [source codes, include if Contractor is creating software, website, or other similar operating system], and other documentation that CONTRACTOR provides the CITY pursuant to this Contract. CITY shall be granted all right, title, and interest in and to the deliverables. CITY shall have no restrictions on CITY's use or dissemination of the deliverables. CITY shall have no restrictions on CITY's use or dissemination of the Deliverables. Notwithstanding any other provision of the Contract, "Deliverables" does not include CONTRACTOR's software documentation or code in any format. All right, title and interest in and to the services and the underlying software and any and all modifications, derivative works or innovations of the services or the software, including all intellectual property rights embodied therein, shall be retained in full by the owner. CONTRACTOR shall provide the following deliverables:

See Section 5.

All Deliverables may be subject to inspection, testing, and acceptance by the CITY, at the CITY's sole discretion. CONTRACTOR shall furnish to CITY all information and data as may be reasonably required to inspect the Deliverables.

CITY will give written notice of rejection of a Deliverable within a reasonable time after receipt of the Deliverable. The notice will state the respects in which the Deliverables do not substantially conform to the specifications of the Contract. If the CITY does not provide the notice of rejection within fifteen (15) business days of delivery of the Deliverable, the Deliverable will be deemed to have been accepted by the CITY.

Acceptance by the CITY will be in writing, final, and irreversible, except as it relates to latent defects, fraud, and gross mistakes or negligence amount to fraud. Acceptance shall not be construed to waive any warranty rights that the CITY might have at law or by express reservation in this Contract with respect to any nonconformity.

Unless otherwise specified in the Contract, ownership and title to the Deliverable shall remain with the CONTRACTOR until such time as CITY accepts the Deliverable as described herein. Title to a special feature installed on a device and for which only a single installation charge was paid shall pass to CITY at no additional charge, together with title to the device which it was installed.

6.15 Performance. Unless otherwise specified in the Contract, the representations in this subsection begin upon delivery of the Deliverables or performance of the Services and expire in one (1) year thereafter. CONTRACTOR represents that (i) Deliverables and Services will substantially conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings in a Statement of Work), and (ii) the Deliverables and Services will be free from material defects. If the parties have agreed to design specifications, the CONTRACTOR represents that its Deliverables and Services provide all material functionality required thereby. In addition to the other representations set forth herein, where the Contract calls for software (e.g., software as a service), the CONTRACTOR represents that the software will perform in accordance with its license and accompanying documentation. CITY's approval of designs or specifications furnished by CONTRACTOR shall not relieve the CONTRACTOR of its obligations during the Performance Period.

CONTRACTOR represents that Deliverables furnished and Services performed hereunder: (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data or software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the CITY reasonably believes that harmful code may be present in any software delivered hereunder, CONTRACTOR will, upon the CITY's request, provide a new or clean install of the software.

Unless otherwise specified, CONTRACTOR does not: (i) warrant any software provided hereunder is error-free or that it will run without immaterial interruption; (ii) warrant and will have no responsibility for a claim to the extent that it arises directly from a modification made by the CITY, unless such modification is approved or directed by the CONTRACTOR,

use of software in combination with or on products other than as specified by CONTRACTOR, or misuse by the CITY; or where CONTRACTOR resells hardware or software it purchased from a third party, CONTRACTOR, to the extent it is legally able to do so, will pass through any such third party warranties to the CITY and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the CONTRACTOR from CONTRACTOR's performance obligations set forth above.

All representations, including special representations specified elsewhere herein, shall inure to the CITY.

Except as may be specifically provided in the Contract, for any breach of the representations provided in this Exhibit, the CITY's remedy and the CONTRACTOR's sole obligation will be limited to: (i) re-performance, repair, or replacement of the nonconforming Deliverable or Service;

EXCEPT FOR THE EXPRESS REPRESENTATIONS SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.16 Safety and Accident Prevention. In performing the Services on a CITY site, CONTRACTOR shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. CONTRACTOR shall take any additional precautions as the CITY may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract.

6.17 Excusable Delay or Failure. Neither party will be in default or otherwise liable for any delay, or failure of its performance under this Contract to the extent such delay, or failure arises by reason of act of God, the elements, adverse weather conditions, fire, flood, riots, strikes, accident, war, governmental requirement or any action of government in its sovereign capacity, or act of civil or military authority whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control and without the fault or negligence of the affected party (each constituting an "Excusable Delay or Failure"). Any such Excusable Delay or Failure shall CONTRACTOR end the Contract until the Excusable Delay or Failure ceases, and, if practical, the Contract shall be deemed extended for the Contractor ended period accordingly.

6.18 Cyber Liability Insurance. Contractor shall obtain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of

electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If policy is a claims-made policy such coverage shall be continued for five (5) years following the completion of all services and additional service under this agreement. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for minimum of five (5) years after completion of contract work.

6.19 Technology Professional Liability (E&O). CONTRACTOR shall obtain technology professional liability, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR under this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If policy is a claims-made policy, such coverage shall be continued for three (3) years following the completion of all services and additional services under this Contract. The retroactive date must be prior to the date this Contract is approved or any services are performed.

6.20 Order of Precedence. In the event of any inconsistency between this Exhibit and any other exhibits, attachments, provisions of this Contract, this Exhibit shall precede any other exhibit, attachment, or provision of this Contract.

6.21 Non-solicitation. During the term of this Agreement and for one year thereafter, each party agrees not to solicit for employment any of the other party's employees that were directly involved in the performance of Services hereunder. For further clarification, this requirement does not prohibit either party's employees from seeking employment with the other party or responding to general advertisements or recruitments of the advertising party so long as the advertising party's advertisements or recruitments did not target the other party's employees. Notwithstanding any other provision of this Agreement, this section survives the expiration or termination of the Agreement.

Attachment 1 to Exhibit B: Fee Schedule

Attachment 1 to Exhibit B supplements and incorporates by this reference the agreement between City of Sacramento (“CITY” or “City”) and AVI-SPL (“CONTRACTOR”, “CONTRACTOR” or “contractor”) for Audio Visual services (the “Project”), (the “Contract”) as described in Attachment 1 to Exhibit A of the Contract. The following includes the costs for services under this Contract. Labor rates may be adjusted as necessary and shall be governed by the wage percentages published by the applicable union.

Labor Description	Labor Rates Per Hour		
	Regular 7:30am to 4:00pm (Monday to Friday)	Overtime 4:00pm to 7:30am (Monday to Friday)	Emergency Call Out
AV Installation – Technician	\$125	\$187.50	
AV Programmer	\$165	\$247.50	
Project Manager	\$155	\$232.50	
Supervisor	\$175	\$262.50	
Engineer	\$155	\$232.50	

The pricing to be quoted for each project, or on a time and material basis to be determined by the City’s POC.

The Contractor shall furnish all supplies, equipment, and miscellaneous items reasonably required to perform the services under this Agreement, and the cost of such items shall be deemed included in the service fees unless otherwise agreed to in writing.

Note: Emergency Call Out rate is not included.

Summary:

Initial Term	\$0.00
FY27	\$300,000
FY28	\$300,000
FY29	\$300,000
FY30	\$300,000
FY31	\$300,000

Not-to-exceed \$1,500,000

Prepaid Warranty/maintenance

Will be requested as needed at a future time

Provide pricing for preventative maintenance and warranty on various rooms or group of rooms determined by the City POC.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

By: _____

Print name: _____

Title: _____

APPROVED AS TO FORM:
Angel Solis



Jun 9, 2026

Title: Senior Deputy City Attorney

ATTEST:

City Clerk

CONTRACTOR

Audio Visual Innovations-AVI

NAME OF FIRM

By: Chase Leonard

Print name: Chase Leonard

Title: Attorney

CONTRACT #: |
CONTRACT NAME: Audio Visual Services |
AGREEMENT TERM: 06/23/2026-06/30/2026 |
AUTHORIZED RENEWALS: 1-year terms, starting July 1, 2026 to June 30, 2031 |
DEPARTMENT/DIVISION: IT/Operations |

PROJECT: NA |
NOT-TO-EXCEED AMOUNT: \$1,500,000 |
SOLICITATION: P26071011001 |
LBE (Y/N): N |
COUNCIL FILE ID: 2026-01086 |

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("CITY"), and

FORTÉ
9675 W. 76th Street,
Eden Prairie, MN 55344

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the "Contract Documents"):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda
Exhibit A – Scope of Work
Exhibit B – Payment
Exhibit C – Insurance
Exhibit D – General Conditions
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the non-professional services described in Exhibit A ("Services").

Contractor will not be compensated for non-professional services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

None

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period. Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City

Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*City of Sacramento
John Esperanca, Telecom III
915 I Street, 3rd Floor
Sacramento, Ca 95814*

The CONTRACTOR Representative for this Agreement is:

*FORTÉ
9675 W. 76th Street,
Eden Prairie, MN 5534*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

- 2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
- 3. Time of Performance.** The Services described in this Contract shall be provided in Attachment 1 to Exhibit A . Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.

EXHIBIT B

PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ \$1,500,000. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by CONTRACTOR must contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) Contractor's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) Contractor's remit address

- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

7. **Accounting Records of Contractor.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

8. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

9. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

_____ Construction work in an amount exceeding \$25,000;

- _____ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- ____X____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If any of the lines is checked above, this Contract includes "Public Work" under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the

current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

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

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

 X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

____ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

 X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

____ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

____ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits

and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
 - A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
 - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
 - C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
7. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
8. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
9. **Verification of Coverage.**
 - A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
 - B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. Contractor Information.

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

- C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

- (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
- (2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

14. **Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. **Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

- A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.
- B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.
- C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.
- D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

16. Indemnity.

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

17. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

18. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself,

its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
 - (1) Withholding of payments to Contractor under this Contract until Contractor complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

27. Debarment Certification

- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
 - (5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.
- B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.
- C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.
- D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

Scope of Services/Scope of Work Attachment 1 to Exhibit A

1. General Information

- 1.1 This Attachment 1 to Exhibit A (“Attachment 1A” or “Attachment”) supplements and incorporates by this reference the agreement between City of Sacramento (“CITY” or “City”) and AVI Systems dba FORTÉ (“FORTÉ”, “CONTRACTOR” or “contractor”) for audio-visual services (the “Project”), (the “Contract”).
- 1.2 Attachment 1A is the Scope of Services (also referred to as the Scope of Work or “SOW”) for the Contract. The defined word or terms in the Contract, if used herein, shall have the same meaning given to them in the Contract, unless otherwise expressly defined herein.
- 1.3 The proposal in response to the Request for Proposal (RFP) #P26071011001 received from the Contractor on December 16, 2025, is incorporated herein the Scope of Services by reference.
- 1.4 The Agreement contains the following schedules herein:

Attachment 1, Exhibit A (“1A”): Scope of Services or Scope of Work “SOW”
Attachment 1, Exhibit B (“1B”): Fee Schedule/Milestone Payments

1.5 Time of Performance

The contractor will provide the services described under the Agreement during the Agreement’s six (6) consecutive terms, unless extended or terminated earlier at the City’s sole discretion in accordance with the Agreement. The Agreements’ first term shall begin on the date provided on the first page of the Agreement (The “Effective Date” and end on June 30, 2026. Thereafter, the Agreement’s subsequent terms will automatically renew on July 1 of each year beginning on July 1, 2026, for five (5) one (1) year terms, for a total of six (6) consecutive terms, unless terminated sooner at the City’s sole discretion in accordance with Section 9 of Exhibit D of the Agreement.

2. Definitions

- 2.1 “AV”** stands for Audio Video
2.2 “City” means City of Sacramento
2.3 “City representative” means the City’s designated contact for the project assigned by City IT Staff via the TR work order.

2.4 “City Point-on-Contact” (City POC) means the City Telecom Engineer lead contact who coordinates projects or may also lead a project.

2.5 “Contractor Point -of -Contact” means the Contractor’s assigned lead to handle City’s projects.

2.6 “Scope of Services” (SOW) The Scope of Services or Scope of Work is identified also referenced as “SOW” in this Agreement.

2.7 “Telecommunications Request (TR)” means the City’s Information Technology Departments internal work-order system.

3. **Overview of Services**

CONTRACTOR shall provide the City’s Audio-Visual (AV) services that include labor and materials associated with the installation, programming, testing, documenting and maintenance of all AV systems in city facilities. City conference rooms include teleconference systems for remote meetings via Teams and Zoom, or for content sharing. As audio visual equipment is needed, more meeting rooms may require system design and installation and each handled individually.

3.1 **CONTRACTOR Responsibilities.**

3.1.1 **Point-of-Contact.** Contractor shall:

- 3.1.1.1 Assign a Contractor POC to coordinate the performance of the contract with the City's IT Staff.
- 3.1.1.2 Coordinate with the City's POC Staff or designated representatives for scheduling and prioritizing installations, programming changes, and service requests. Direct all scheduling-related inquiries to the City's POC Engineer.

System Design Services

- 3.1.2.3 Update or generate AV line diagrams as needed.
- 3.1.2.4 Design and document new and existing AV systems.
- 3.1.2.5 Provide upgrade path for existing systems to support accurate budgeting and minimize down time.

3.1.2 **Programming/Configuration.** Contractor shall:

- 3.1.2.1 Maintain hybrid teleconference rooms, including software and Backup firmware updates.
- 3.1.2.2 Program AV control systems, Extron and Crestron and others as required.
- 3.1.2.3 Program touch panels and other related system inputs.
- 3.1.2.4 Ensure system programming files are accessible for future use.
- 3.1.2.5 files are to be stored on the equipment as well as provided to City.

- 3.1.2.6 Integrate and configure audio and video end points and conference room presentation systems in City-owned buildings.

3.1.3 **Installation/Maintenance.** Contractor shall:

3.1.3.1 Perform, design, installation and maintenance of audio-visual and hybrid teleconference systems for City departments and City approved Joint Powers Authorities (JPA's), as needed and determined by City staff.

3.1.3.2 Install, maintain, programming of devices, ~~and~~ is intended to be a comprehensive service, including but not limited to control systems such as, projection or display systems, camera systems (can be fixed view or auto tracking), amplified audio systems, equipment racks and cabinets.

3.1.3.3 Install hybrid teleconference solutions from various manufacturers based on user requirements.

3.1.3.4 Install AV presentation and teleconferencing equipment in designated meeting rooms.

3.1.3.5 Install and calibrate all speakers, microphones and digital signal processes DSP to eliminate feedback loops.

3.1.3.6 Oversee the installation and provisioning of all AV equipment including installation of large video displays, projectors, screens, video presentation, control heads and presentation interfaces.

3.1.4 **Upon Completion**

Contractor shall:

3.1.4.1 Provide as-built documentation upon completion of each project. This shall include line diagrams, rack layouts, wiring diagrams, labeling information and warranty information for active equipment.

3.1.4.2 Work closely with City POC or City Representative to confirm the area is operating as designed and provide end point operational training to City IT staff.

3.1.5 **Priority Dates**

City Council has two recess times a year. The contractor shall be available to dedicate to bi-annual projects and:

- Be available two (2) weeks following the 4th of July, the last two (2) weeks of December and first (1st) week in January.

- Complete all major projects in the Council Chambers during these times noted above in July and December. The Council return date is not flexible
- Be flexible and required to be diligent in time management, communication of project status, and have the room operational for the upcoming scheduled meeting.

3.1.6 Contractor shall be able to attend meetings either in person and/or via Microsoft Teams, as well as conduct field visits within the City of Sacramento on short notice. CONTRACTOR can quickly commit individuals with the appropriate expertise without unduly delaying the City's projects or creating conflicts with other firm commitments, and understands that meetings may be held on a regular basis as required by the project.

3.1.6 Standard Customer Support

Description	Priority	Types	Response Time	Communication
Standard Requests	Low	General Requests	2 Business Days	Email, text or phone
Priority Requests	Standard	General requests	1 business day	Email, text or phone
Quote requests	standard	Quote	7 business days	Email
Emergency	Critical	Immediate, Total system outage	8 hours	Text or Phone call

3.1.7 Emergency Services

Support may be needed for emergency services throughout the contract, including remote programming and onsite technician dispatch.

Emergency call-outs must be responded to within 8 hours . An approved personnel list will be provided for initiating calls. City POC will provide details and severity of the outage to the Contractor and collaborate to establish a plan of action. Work will be done on a time and material basis unless a maintenance agreement is in place. If deemed necessary a maintenance agreement will be established per room, or group of rooms.

3.1.8 Assumptions

WORK NOT INCLUDED. The following work will be done by others:

1. Providing electrical wiring and outlets.
2. Painting will be done by the owner
3. Removal of asbestos, if required

3.1.9 City Responsibilities

1. During performance of the contract, the City will designate a dedicated internal resource, City POC (and backup) who will collaborate with the Contractor through the project lifecycle.
2. The City POC shall provide and update city projects priority, in the event of emergencies or competing city projects.
3. CITY POC will provide a job scope and any necessary support documentation including floor plans, product specifications, contacts, and access for the project requested.
4. City POC shall coordinate all site walks will be scheduled at a mutually agreeable time to better understand the scope and site conditions.
5. City POC shall communicate with project requestor and City POC Engineer shall approve all quotes and provide notice to proceed to Contractor.
6. All work must be approved and authorized by the City's POC or designated representative(s).
7. If approved, a "notice to proceed" will be issued in the form of a Telecommunication Request (TR) See definition section
 - a. A work schedule shall be established within five (5) business days from time of project approval.
 - b. Tentative dates are acceptable based on product availability

Table 1: Example of Project Plan:

Tasks	Responsible Role	Description
Project Request	City POC	Project documentation (floor plan, SOW) provided to Contractor POC
Site Walk	Contractor POC with City POC or City Rep	If requested, a site walk may be needed to finalize SOW and verify site conditions
Project design/review	Contractor POC	Reviews and Creates Quote based on needs of City
Quote	Contractor POC	Sends to City POC and City Representative, if applicable for review and approval.

		includes cost breakdown, timeline and project details.
Approval	City POC/City Rep	TR is provided to Contractor POC. Must be in email and documented.
Scheduling	City POC, Contractor POC	Establish work schedule within 5 business days of project approval

Table 2: Example of TR:


SACRAMENTO
 Information Technology
 CITY OF SACRAMENTO
 TELECOMMUNICATIONS DIVISION
 915 I Street, Floor 3, Sacramento, CA 95814 (billing address)
 Manuel Martinez - Phone: (916) 808-8785/ FAX: (916) 808-5087
TELECOMMUNICATIONS REQUEST

Attn: Contractor Name TR# 1234
Date: Date
Department: City Department
Division: City Division
Service Address: Location of work

Site Contact: Site contact #1
 Site contact #2

Service Hours/Available: time site is open
Due Date: date or next available

Scope of Work: Work Request
 Work to be performed listed

City of Sacramento - Network/Telecommunications- Internal use only

Charge the following department's fund line:

Account	Op. Unit	Fund	Dept ID	Prog. Code

Created By:

IT General Provisions

6.1 News Releases. Unless otherwise exempted, news releases, endorsements, advertising and social media content pertaining to this Contract shall not be made without the prior written consent of the CITY.

6.2. Documentation. CONTRACTOR agrees to provide to the CITY, at no charge, all Documentation, and updated versions thereof. "Documentation" means manuals and other printed materials necessary or useful to the CITY in its use or maintenance of the Deliverables or Services or Software. Manuals and other printed materials customized for the CITY hereunder constitute work product if such materials are required by the Scope of Services. CONTRACTOR agrees to provide additional Documentation at prices not in excess of charges made by CONTRACTOR to its customers for similar Documentation.

6.3. Future Releases. Unless otherwise specifically provided in this Contract, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software are developed by the CONTRACTOR, and are made available to other licensees, they will be made available to the CITY at no additional cost only if such are made available to other licensees at no additional cost. If the CONTRACTOR offers new versions or upgrades to the Software, they shall be made available to the CITY at the CITY's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the CONTRACTOR in good faith.

6.4 Rights in Work Product. All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the CONTRACTOR pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the CONTRACTOR's administrative communications and records relating to this Contract (collectively "Work Product"), shall be the CITY's exclusive property.

Software and other materials developed or otherwise obtained by or for the CONTRACTOR or its affiliates independently of this Contract ("Pre-Existing Materials") do not constitute Work Product. If the CONTRACTOR creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not.

The CITY will have the same rights to the Work Product as it does to Deliverables. Such rights shall be unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. These rights shall also include the right to release or disclose the Work Product outside the CITY for any government purpose and to

authorize any recipient to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any government purpose.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the CONTRACTOR or jointly by the CONTRACTOR and the CITY may be used by either party without obligation of notice or accounting.

This Contract shall not preclude the CONTRACTOR from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the CITY pursuant to this Contract.

6.5 Software License. Unless otherwise specified in the Contract, the CONTRACTOR hereby grants to the CITY, subject to the terms and conditions of this Contract, a perpetual, revocable, royalty-free, non-exclusive, license to use the software and related products in this Contract (hereinafter referred to as "Software"). The CITY may use the Software in the conduct of its own business, and any division thereof.

6.6 CONTRACTOR's Intellectual Property Rights. CONTRACTOR owns and reserves all right, title, and interest in CONTRACTOR devices and Services and suggestions to CONTRACTOR, including all related intellectual property rights.

6.7 Third Party Infringement Warranty. Subject to the representations and warranties of the CITY in connection with the materials and access supplied by CITY, CONTRACTOR represents that, to the best of CONTRACTOR's knowledge, CONTRACTOR's tools, services, background technology, know-how, resources, or materials do not knowingly infringe the rights of any third party, and use of the same in connection with the Project will not knowingly violate the rights of any third parties except to the extent that such violations are caused by City Information, or the modification of, or use of the Deliverables in combination with materials or equipment outside of the scope of the applicable specifications, by CITY or third parties.

6.8 Third Party Infringement Indemnification. CONTRACTOR will indemnify CITY against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of CONTRACTOR's devices or Services infringes or misappropriates the third-party's intellectual property rights by a court of competent jurisdiction or settlements entered into with a third party for any third party claim against CITY of intellectual property infringement by the CONTRACTOR's devices or Services. CITY will promptly provide CONTRACTOR with written notice of such claim, tender to CONTRACTOR the defense or settlement of such claim at CONTRACTOR's expense and cooperate fully with CONTRACTOR in the defense or settlement of such claim. CONTRACTOR's intellectual property indemnification obligations do not apply to claims based on (a) modification of CONTRACTOR's devices or Services by CITY or a third-party not approved by CONTRACTOR; (b) use of CONTRACTOR's devices and Services in combination with hardware or services not approved by CONTRACTOR; (c) use of CONTRACTOR's devices

and Services other than as permitted in this Agreement; or (d) use of CONTRACTOR's software that is not the most current release provided by CONTRACTOR to the extent that such release is provided by CONTRACTOR to CITY at no additional cost to the CITY. In the event an injunction is sought or obtained against CITY's use of the CONTRACTOR's devices or Services as described under this Agreement as a result of any such infringement claim, CONTRACTOR shall, at its sole option and expense, do one or more of the following:

- (i) procure for CITY's right to continue using the affected CONTRACTOR device or Service,
- (ii) replace or modify the affected CONTRACTOR's device or Service so that it does not infringe, or
- (iii) terminate CITY's access to the affected device or Service.

6.9 Third Party Beneficiaries. The representations, covenants, obligations, rights, and agreements of the parties set forth in this Contract are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a party to this Contract including, without limitation CITY's end user, suppliers, and/or customers. Under this Contract, CONTRACTOR shall have no relationship with the customers to which CITY may provide service. CITY further acknowledges and agrees that no fiduciary relationship arises with CONTRACTOR under this Contract.

6.10 Third Party Agreements Warranty. CONTRACTOR represents that CONTRACTOR's agreement to perform the services pursuant to this Contract does not violate any agreement or obligation between CONTRACTOR and a third party.

6.11 Data Security.

a. Protection of CITY Information. In addition to the applicable provisions in the Exhibit D of the Contract, CONTRACTOR will use commercially reasonable administrative, physical, and technical efforts to protect the security, confidentiality and integrity of CITY Information. At a minimum, CONTRACTOR shall not store, copy, analyze, monitor, or otherwise use CITY Information except for the purposes of providing the Services to CITY. CONTRACTOR shall comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that CONTRACTOR receives or has access to under this Contract or in connection with the performance of the Services for CITY. CONTRACTOR shall otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform the Services under this Contract or in accordance with applicable law. To the extent that CONTRACTOR receives PII related to the performance of this Contract, CONTRACTOR shall protect the privacy and legal rights of the CITY, its personnel, clients, customers, contractors, residents, and visitors. All CITY Information stored or at rest in the CONTRACTOR's data centers, or in transport, will be encrypted in transport and will not be transferred to any other hosting entity or location without the prior written consent of CITY. In the event of a security breach involving CITY Information, CONTRACTOR shall give notice to city in accordance with applicable law. "Security breach" for purposes of this section will refer to an event that compromises the confidentiality, integrity, or availability of CITY Information or PII or allows unencrypted CITY Information or PII to be

acquired by an unauthorized person. Once a security breach has been contained, CONTRACTOR must provide CITY with a post-incident report documenting all containment, eradication, and recovery measures taken. CITY reserves the right in its sole discretion to enlist a third party to audit CONTRACTOR's findings and produce an independent report, and CONTRACTOR will fully cooperate with the third party. CONTRACTOR will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

b. Notification. In the event of a Security breach, CONTRACTOR shall notify the person whose PII has been compromised. The notification shall comply with the notification requirements of California Civil Code sections 1798.29.

6.12 CITY Representations and Warranties on PII. CITY represents and warrants that it will not use PII with the Services. However, if CITY utilizes personal data for the Services, the CITY will collect all PII with proper notice and opt-out opportunities in accordance with all applicable privacy and data protection legislation, including, without limitation, the California Privacy Rights Act. CITY shall defend, indemnify and hold CONTRACTOR harmless from and against any third-party claims that relate to or arise out of CITY's breach of this section.

6.13 Return of CITY Information. Upon termination, CONTRACTOR shall promptly return or delete all CITY Information as directed by CITY in writing at no cost to the CITY. Notwithstanding the foregoing, CITY may elect to download the CITY Information within thirty (30) business days of such termination.

6.14 Deliverables. "Deliverables" as used here means the items, including, without limitation, reports, graphs, charts, codes, [source codes, include if Contractor is creating software, website, or other similar operating system], and other documentation that CONTRACTOR provides the CITY pursuant to this Contract. CITY shall be granted all right, title, and interest in and to the deliverables. CITY shall have no restrictions on CITY's use or dissemination of the deliverables. CITY shall have no restrictions on CITY's use or dissemination of the Deliverables. Notwithstanding any other provision of the Contract, "Deliverables" does not include CONTRACTOR's software documentation or code in any format. All right, title and interest in and to the services and the underlying software and any and all modifications, derivative works or innovations of the services or the software, including all intellectual property rights embodied therein, shall be retained in full by the owner. CONTRACTOR shall provide the following deliverables:

See Section 5.

All Deliverables may be subject to inspection, testing, and acceptance by the CITY, at the CITY's sole discretion. CONTRACTOR shall furnish to CITY all information and data as may be reasonably required to inspect the Deliverables.

CITY will give written notice of rejection of a Deliverable within a reasonable time after receipt of the Deliverable. The notice will state the respects in which the Deliverables do not substantially conform to the specifications of the Contract. If the CITY does not provide the notice of rejection within fifteen (15) business days of delivery of the Deliverable, the Deliverable will be deemed to have been accepted by the CITY.

Acceptance by the CITY will be in writing, final, and irreversible, except as it relates to latent defects, fraud, and gross mistakes or negligence amount to fraud. Acceptance shall not be construed to waive any warranty rights that the CITY might have at law or by express reservation in this Contract with respect to any nonconformity.

Unless otherwise specified in the Contract, ownership and title to the Deliverable shall remain with the CONTRACTOR until such time as CITY accepts the Deliverable as described herein. Title to a special feature installed on a device and for which only a single installation charge was paid shall pass to CITY at no additional charge, together with title to the device which it was installed.

6.15 Performance. Unless otherwise specified in the Contract, the representations in this subsection begin upon delivery of the Deliverables or performance of the Services and expire in one (1) year thereafter. CONTRACTOR represents that (i) Deliverables and Services will substantially conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings in a Statement of Work), and (ii) the Deliverables and Services will be free from material defects. If the parties have agreed to design specifications, the CONTRACTOR represents that its Deliverables and Services provide all material functionality required thereby. In addition to the other representations set forth herein, where the Contract calls for software (e.g., software as a service), the CONTRACTOR represents that the software will perform in accordance with its license and accompanying documentation. CITY's approval of designs or specifications furnished by CONTRACTOR shall not relieve the CONTRACTOR of its obligations during the Performance Period.

CONTRACTOR represents that Deliverables furnished and Services performed hereunder: (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data or software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the CITY reasonably believes that harmful code may be present in any software delivered hereunder, CONTRACTOR will, upon the CITY's request, provide a new or clean install of the software.

Unless otherwise specified, CONTRACTOR does not: (i) warrant any software provided hereunder is error-free or that it will run without immaterial interruption; (ii) warrant and will have no responsibility for a claim to the extent that it arises directly from a modification made by the CITY, unless such modification is approved or directed by the CONTRACTOR,

use of software in combination with or on products other than as specified by CONTRACTOR, or misuse by the CITY; or where CONTRACTOR resells hardware or software it purchased from a third party, CONTRACTOR, to the extent it is legally able to do so, will pass through any such third party warranties to the CITY and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the CONTRACTOR from CONTRACTOR's performance obligations set forth above.

All representations, including special representations specified elsewhere herein, shall inure to the CITY.

Except as may be specifically provided in the Contract, for any breach of the representations provided in this Exhibit, the CITY's remedy and the CONTRACTOR's sole obligation will be limited to: (i) re-performance, repair, or replacement of the nonconforming Deliverable or Service;

EXCEPT FOR THE EXPRESS REPRESENTATIONS SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.16 Safety and Accident Prevention. In performing the Services on a CITY site, CONTRACTOR shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. CONTRACTOR shall take any additional precautions as the CITY may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract.

6.17 Excusable Delay or Failure. Neither party will be in default or otherwise liable for any delay, or failure of its performance under this Contract to the extent such delay, or failure arises by reason of act of God, the elements, adverse weather conditions, fire, flood, riots, strikes, accident, war, governmental requirement or any action of government in its sovereign capacity, or act of civil or military authority whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control and without the fault or negligence of the affected party (each constituting an "Excusable Delay or Failure"). Any such Excusable Delay or Failure shall CONTRACTOR end the Contract until the Excusable Delay or Failure ceases, and, if practical, the Contract shall be deemed extended for the Contractor ended period accordingly.

6.18 Cyber Liability Insurance. Contractor shall obtain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of

electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If policy is a claims-made policy such coverage shall be continued for five (5) years following the completion of all services and additional service under this agreement. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for minimum of five (5) years after completion of contract work.

6.19 Technology Professional Liability (E&O). CONTRACTOR shall obtain technology professional liability, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR under this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If policy is a claims-made policy, such coverage shall be continued for three (3) years following the completion of all services and additional services under this Contract. The retroactive date must be prior to the date this Contract is approved or any services are performed.

6.20 Order of Precedence. In the event of any inconsistency between this Exhibit and any other exhibits, attachments, provisions of this Contract, this Exhibit shall precede any other exhibit, attachment, or provision of this Contract.

6.21 Non-solicitation. During the term of this Agreement and for one year thereafter, each party agrees not to solicit for employment any of the other party's employees that were directly involved in the performance of Services hereunder. For further clarification, this requirement does not prohibit either party's employees from seeking employment with the other party or responding to general advertisements or recruitments of the advertising party so long as the advertising party's advertisements or recruitments did not target the other party's employees. Notwithstanding any other provision of this Agreement, this section survives the expiration or termination of the Agreement.

Attachment 1 to Exhibit B: Fee Schedule

Attachment 1 to Exhibit B supplements and incorporates by this reference the agreement between City of Sacramento ("CITY" or "City") and "FORTÉ ("CONTRACTOR" , "CONTRACTOR" or "contractor") for Audio Visual services (the "Project"), (the "Contract") as described in Attachment 1 to Exhibit A of the Contract. The following includes the costs for services under this Contract. Labor rates may be adjusted as necessary and shall be governed by the wage percentages published by the applicable union.

Labor Description	Labor Rates Per Hour		
	Regular 7:30am to 4:00pm (Monday to Friday)	Overtime 4:00pm to 7:30am (Monday to Friday)	Emergency Call Out
AV Installation – Technician	\$155	\$232.50	\$232.50
AV Programmer	\$200	\$300	\$300
Project Manager	\$235	\$352.50	\$352.50
Supervisor	\$170	\$255	\$255
Engineer	\$235	\$352.50	\$352.50
Travel	Per hourly rate above when charged	Per hourly rate above when charged	Per hourly rate above when charged.

Summary:

Initial Term	\$0.00
FY27	\$300,000
FY28	\$300,000
FY29	\$300,000
FY30	\$300,000
FY31	\$300,000

Not-to-exceed \$1,500,000

The pricing to be quoted for each project, or on a time and material basis to be determined by the City's POC.

The Contractor shall furnish all supplies, equipment, and miscellaneous items reasonably required to perform the services under this Agreement, and the cost of such items shall be deemed included in the service fees unless otherwise agreed to in writing.

Note: Emergency Call Out rate is not included.

Prepaid Warranty/maintenance

Will be requested as needed at a future time

Provide pricing for preventative maintenance and warranty on various rooms or group of rooms determined by the City POC.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO

A Municipal Corporation

By: _____

Print name: _____

Title: _____

By: _____

Print name: _____

Title: _____

CONTRACTOR

FORTE dba as AVI SYSTEMS

NAME OF FIRM

By: Brandon Sorensen

Print name: Brandon Sorensen

Title: RVP West

APPROVED AS TO FORM:



Angel Solis

Jun 9, 2026

Title: Senior Deputy City Attorney

ATTEST:

City Clerk