

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is made effective as of _____, 2023 (Effective Date), by and between Triton Technology Solutions, Inc., a California Corporation (Consultant), and the City of Lompoc, a municipal corporation (City). Consultant and City are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, City is in need of consultant services related to audio-visual upgrade to Council Chamber as described in Exhibit A (Consultant Services); and

WHEREAS, Consultant engages in the business of providing such Consultant Services; and

WHEREAS, City seeks the services of Consultant to provide such Consultant Services; and

WHEREAS, Consultant and City desire to enter into this Agreement to memorialize their agreements regarding the Consultant Services to be provided to City.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and City agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: City hereby engages Consultant to provide the Consultant Services described in Exhibit A, and Consultant hereby accepts such engagement, all on the terms and conditions set forth herein. Consultant will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Consultant: Consultant hereby represents and warrants to City, at all times during the term of this Agreement, that Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of City: City hereby represents and warrants to Consultant, at all times during the term of this Agreement, that City is organized and established pursuant to the laws and ordinances of the State of California.

ARTICLE 3 CONSULTANT STATUS AND QUALIFICATIONS

3.1. Independent Consultant: Consultant's services are being provided to the City as that of an independent contractor. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as

employees. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

3.2. Payment of Income Taxes: Consultant is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by City to Consultant for services satisfactorily rendered under this Agreement. On request, Consultant will provide City with proof of timely payment. Consultant agrees to indemnify, defend and hold harmless City for any and all claims, costs, losses, fees, penalties, interest, or damages, including court costs and reasonable attorney's fees, resulting from Consultant's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Consultant may, at Consultant's own expense, use any employees or subcontractors as Consultant deems necessary to satisfactorily perform the services required of Consultant by this Agreement. City may not control, direct, or supervise Consultant's employees or subcontractors in the performance of those services.

3.4. Qualifications: Consultant represents it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of City.

3.5. No Benefit Contributions: City shall have no obligation under this Agreement to compensate or pay applicable taxes for or provide employee benefits of any kind to any person employed or retained by Consultant.

ARTICLE 4 GENERAL RESPONSIBILITIES OF CONSULTANT

4.1. Minimum Amount of Service: Consultant agrees to devote as much time and attention to the performance of the Consultant Services under this Agreement as may be, in Consultant's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Consultant is responsible under this Agreement.

4.2. Consultant Scope of Services: Consultant agrees to provide the Consultant Services described in Exhibit A, attached hereto and incorporated herein by reference, including those additional services requested by City and accepted in writing by Consultant during the term of this Agreement.

4.3. Nondiscrimination: There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

4.4. Non-Exclusive Relationship: Consultant may represent, perform services for, and contract with as many additional clients, persons, or companies as Consultant, in Consultant's sole discretion, sees fit.

4.5. Time and Place of Performing Work: Consultant may perform the services under this Agreement at any suitable time and location Consultant chooses.

4.6. Materials and Equipment: Consultant will supply all materials and equipment required to perform the services under this Agreement.

4.7. Professional Skill: It is further understood and agreed by and between the parties hereto that Consultant is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement, and City, not being skilled in such matters, relies upon Consultant to perform the work in a skillful manner in accordance with generally accepted professional practices, and Consultant agrees to thus perform its work, and the acceptance of its work by City shall not operate as a release of Consultant from said Agreement.

4.8. Insurance: Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry adequate insurance including a commercial general liability policy and an Errors and Omissions policy, both in the amount of not less than \$1,000,000. Consultant shall also, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry automobile liability insurance with liability limits of not less than \$500,000 for the injury or death of a person or persons and property damage in any accident. City, its elective officials, officers and employees shall be named as an additional insured on the commercial general liability and automobile liability policies. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. Consultant shall provide City with certificates of insurance on forms acceptable to the City of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days written notice being given to City by the insurance company or companies writing such insurance.

4.9. Workers' Compensation: Consultant agrees to provide workers' compensation insurance for Consultant and Consultant's employees and agents and agrees to defend, hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Consultant's employees or agents.

4.10. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of City, which consent shall not be unreasonably withheld.

4.11. Business Tax Receipt: Consultant shall maintain a valid Business Tax Receipt with the City of Lompoc during the term of the Agreement.

4.12. Ownership of Documents: All reports and documents prepared by Consultant under this Agreement are the property of City and shall be turned over to the City upon completion of this Agreement. Consultant shall not release any data, information, and/or materials resulting from the project without prior written consent from City.

4.13. Personnel: City shall have final approval of Consultant staff assigned to work under this Agreement. Consultant shall identify in writing the staff assigned to work under this Agreement and shall give City no less than ten days' written notice prior to any change in the staff assigned to work under this Agreement.

**ARTICLE 5
COMPENSATION OF CONSULTANT**

5.1. Compensation for Consultant Services: Consultant shall provide all Consultant Services in accordance with the terms, and at the compensation amounts and schedule of remittance, set forth in Exhibit B, which is incorporated by this reference as though set forth in full; provided, that the parties understand and agree the fee schedule is not an estimate but is the complete costs for which Consultant shall provide the Consultant Services. Total compensation under this Agreement shall not exceed Two Hundred Seventy-Nine Thousand, Two Hundred Fifty Six and 42/100 Dollars (\$279,256.42).

5.2. Payment will be in accordance with City's standard accounts payable process. Term no longer than 45 days after presentation of a valid monthly invoice for disbursement of the payment. Payment to be made by accounts payable check processed and available as part of the weekly disbursement cycle, available each Friday for pickup or mailed delivery.

5.3. Consultant shall provide itemized billing to the Accounts Payable Division identifying the project by City Project Number (if applicable) and listing the completed task, and listing the City Purchase Order Number (if applicable) on each invoice, as follows:

Electronically (preferred) to:
ap@ci.lompoc.ca.us

City of Lompoc
Attn: Accounts Payable
100 Civic Center Plaza
Lompoc CA 93436

5.4. The provisions of Article 9 of this Agreement will govern any dispute associated with compensation.

5.5 Prevailing Wages and Compliance with Labor Laws.

The installation component of the scope of services in Exhibit A is a public work for purposes of the California Labor Code. Consequently, Consultant shall pay prevailing wages for all installation work and comply with the requirements in California Labor Code section 1770 et seq. and 1810 et seq., and all other applicable laws, including the following requirements:

(a) **Public Work.** The Parties acknowledge that the installation work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) **Prevailing Wages.** Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem

wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) **Penalty for Failure to Pay Prevailing Wages.** Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) **Payroll Records.** Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) **Apprentices.** Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) **Eight-Hour Work Day.** Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) **Penalties for Excess Hours.** Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) **Workers' Compensation.** California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will

comply with such provisions before commencing the performance of the work of this contract.”

(i) **Consultant’s Responsibility for Subcontractors.** For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor’s compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor’s compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

ARTICLE 6 OBLIGATIONS OF CITY

6.1. **Cooperation of City:** City agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant’s duties under this Agreement. To the extent determined in the best public interest, in the sole discretion of City’s City Council, City shall be responsible for initially insuring, and continuing to review, local and state laws in City’s jurisdiction to assure adequate legal authority for Consultant to engage in the Services described herein on behalf of City.

6.2. **Conflict of Interest:** No officer, employee, director or agent of City shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

6.3. **Assignment:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Consultant, which consent shall not be unreasonably withheld.

ARTICLE 7 TERMINATION OF AGREEMENT

7.1. **Termination:** Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall remain in full force and effect after execution of this Agreement by City and Consultant until June 30, 2024. Consultant shall satisfactorily complete Consultant Services pursuant to this Agreement within that term, unless the term is modified as permitted for modifications of this Agreement.

7.2. **Termination on Notice:** Notwithstanding any other provision of this Agreement, City may terminate this Agreement at any time by giving ten-days’ written notice to Consultant.

7.3. **Termination on Occurrence of Stated Events:** This Agreement will terminate automatically on the occurrence of any of the following events:

(a) Bankruptcy or insolvency of either party.

- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

7.4. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, then the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Consultant's failure to satisfactorily complete the Consultant Services;
- (b) City's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Consultant's material breach of any representation, warranty or agreement contained in this Agreement.

ARTICLE 8 INDEMNIFICATION

8.1. Indemnification: To the extent permitted by applicable law, Consultant will indemnify, defend and hold harmless City and each of its officers, employees and agents from and against any and all losses, damages, liabilities, claims, death, injuries or costs, including court costs and reasonable attorney's fees, (collectively, Damages) resulting from any act or omission of Consultant or any of its officers, employees, agents or subcontractors related to this Agreement; provided, that the obligation to indemnify and hold harmless is only to the extent Consultant or any of its officers, employees, agents or subcontractors caused the Damages.

ARTICLE 9 GENERAL PROVISIONS

9.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California). Venue for any matter related to this Agreement shall be the Superior Court of the County of Santa Barbara.

9.2. Attorney Fees: In the event of any litigation to enforce, or construe the terms of this Agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs.

9.3. Section Headings: The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

9.4. Interpretation: The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted this Agreement.

9.5. Inconsistency: In the event any provision of this Agreement and the documents incorporated herein by reference are deemed to be in conflict, the provision in this Agreement shall prevail.

9.6. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the Parties. No amendment or modification of the amendment shall be valid unless evidenced in writing and executed by the parties thereto.

9.7. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

9.8. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Consultant to:

Triton Technology Solutions, Inc.
32234 Paseo Adelanto, Suite E-1
San Juan Capistrano, CA 92675

If to City to:

City of Lompoc
Attn: City Manager
100 Civic Center Plaza
Lompoc CA 93436

And a copy to:

Aleshire & Wynder, LLP
Attn: Jeff M. Malawy
3701 Wilshire Blvd., Suite 725
Los Angeles, CA 90010

Or, if delivered by telecopy, on a Business Day before 4:00 p.m. local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday Federal Holiday or other day City's city hall is closed to the public.

9.9. Counterparts: This Agreement may be signed in several counterparts.

9.10. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY OF LOMPOC, a municipal corporation

TRITON TECHNOLOGY SOLUTIONS, INC.:

By: _____
Dean Albro, City Manager

By: _____

Its _____

Attest:

By: _____
Stacey Haddon, City Clerk

By: _____

Its _____

Approved as to form:

By: _____
Jeff Malawy, City Attorney

EXHIBIT A

CONSULTANT SERVICES

In the event of any conflicts between the provisions in Exhibit A and the other terms of the Agreement, the other terms of this Agreement shall govern.

(Immediately behind this page)

PROJECT BACKGROUND

Triton was contracted to provide the design and project oversight of an audio-visual upgrade to their council chamber. The city asked Triton to provide a proposal for the equipment, installation materials and labor to implement the design Triton has finalized with the city.

SCOPE OF WORK

Triton will take the design Triton has provided to the city to upgrade their audio-visual system that serves their council chamber. Project oversight services are no longer required as Triton is not overseeing another integrator to provide the installation and commissioning services. Triton will provide the installation and commissioning services outlined in our Project Process which is as follows:

III. INSTALLATION PHASE: Once the customer approves the design, the project moves to the installation phase. Deliverables and activities in this phase are as follows:

- a. Installation Coordination Meeting
- b. Create cable labels.
- c. Prepare Submittals
 - i. Shop Drawings
 - ii. Sample Finishes
 - iii. Detailed Technical Drawings
- d. Customer to procure all equipment.
- e. Prepare New Site for Installation
 - i. Rack
 - ii. Grounds
 - iii. Cable Trays
- f. Pre-Assembly and testing
- g. Assemble and test the Technical System
- h. Install Equipment
- i. Run Cables
- j. Label all cables and equipment.
- k. Vendor Commissioning
- l. Deliverable
 - i. All Equipment Installed
 - ii. Wiring Complete
- m. This phase is signed off as completed by the client before moving to Commissioning Phase.

- IV. COMMISSIONING PHASE:** This is the system startup phase where the equipment and wiring are tested, operational parameters set, and configured to ensure complete functionality. Triton coordinates operational training provided by the equipment manufacturer. The working system is delivered to the client as a fully functional and operating system. This phase includes system acceptance by the customer, as-built engineering drawings delivery, and overall technical system review. Deliverables and activities in this phase include:
- a. Set equipment parameters.
 - b. Preliminary Tests
 - c. Generate Punch List
 - d. Inspect, Test, and Align System
 - e. System training will occur on the last day of commissioning. Training will be broken up between operation of the system for both non-technical and technical staff then a technical review of the system for the CUSTOMER'S technical staff responsible for the maintenance and troubleshooting of the system. The operational training should be completed in 1.5 hours or less and the technical review should be completed in 1.5 hours or more.
 - f. Triton will attend the first two meetings of the system once training has been completed for operational and technical support of the system.
 - g. Deliverables
 - i. Final As-Built Engineering Drawings will be provided in both Hard and Soft Copy.
 - 1. One set of bound notebooks(s) will be provided to house the hard copy drawings printed on 11"X17" size paper.
 - 2. Two USB Drives with electronic copies of:
 - a. AutoCAD dwg files of the as-built drawings
 - b. Adobe pdf files of the as-built drawings
 - c. Microsoft Excel Wire List
 - ii. Items included with the purchase of new equipment will be delivered including but not limited to:
 - 1. Operational Manuals (if provided by manufacturer)
 - 2. Manufacturer CD's containing the software versions and releases installed on the equipment (if applicable)
 - 3. Equipment accessories/options not needed during the installation.
 - 4. Other technical information that may have been provided.
 - h. Project Sign Off from Client

PRICING

The total for this project is: **\$279,256.42**. This price is based on the final design and the following is the breakdown of the equipment, installation materials and labor prices.





Towards the end of this document is Triton's Warranty Statement. After the statement you will find an optional service and maintenance agreement at cost of \$19,500 per year. The system we provide pricing on is warranted in the first year per the warranty statement but if you would like additional services outside of our standard warranty that is where this optional maintenance agreement comes in. The project price above does not include the optional service and maintenance agreement.

PAYMENT TERMS

Payment terms for this project is as follows:

EQUIPMENT AND INSTALLATION MATERIALS - Equipment and Installation materials to be invoiced once shipped to your warehouse, or Triton's, whichever occurs first with payment due in Net 30 days.

LABOR – Labor to be invoiced with payment due in Net 30 days at the following milestones:

-  30% at the end of the first week on site during installation
-  30% at the end of the 2nd week onsite during installation
-  30% to be invoiced at completion of training
-  10% to be held in retention until As-Built Documentation is delivered.

PROJECT ASSUMPTIONS AND EXCLUSIONS

- All existing equipment is in working order.
- Scaffolding or lifts are not included as it is assumed all aspects of the installation can be completed using 10' ladders.
- Plenum Cabling is not a requirement of this project.
- We will have access to the space for total of four weeks during normal business hours
- The City of Lompoc is to provide clear cable pathways utilizing conduit, ladder, or other methods. Triton will collaborate with the client to identify what is required.
- Triton does not perform any high voltage electrical as we do not have a C10 Contractor's license nor does Triton install any new conduit pathways for low voltage cabling. This is provided by the client or their electrician.
- All permits to be provided by owner.
- If a condition of this project, any structural, mechanical, and electrical engineers to be provided by the city.
- Acoustic, Lighting, or other consultant or engineer is not included in this scope of work.
- Triton will inform the city if there is any change in the scope of work and will provide a price for the change. The city then can decide to accept or reject the change. If the change is accepted, then the city will need to issue a revised PO or contract.
- This proposal is valid for 90 days from the date of submittal.
- It is the City of Lompoc's responsibility to provide the network security design, and/or Active Directory Authentication to any network devices as part of the system. It is the city's responsibility to warrant the security of all information provided for data and or network security provided for this project. For more information, Triton's Data and Network Security Liability Disclosure is available upon request.
- Liquidated damages is not a requirement of this project.

WARRANTY STATEMENT

The warranty of systems designed and installed by Triton fall into two included categories:

- I. System Installation Warranty (Covered by Triton)
- II. Equipment Warranty (Covered by the Manufacturer, NOT Triton)

I. System Installation Warranty: Covered by Triton

The System Installation Warranty covers the INSTALLATION materials needed to connect the equipment within a system and is **covered by Triton**.

Triton warrants all **system installation components and workmanship** to be free from defects for a minimum period of one (1) year from the date of customer final acceptance and sign-off or Substantial Completion¹ whichever comes FIRST. This warranty includes all system installation components such as:

Cable, connectors, nuts, bolts, screws, cable support bars, terminal blocks, tie-raps, strain relief, mounting brackets, input/output panels, custom software, or custom equipment manufactured where no commercial product was available or was unsuitable. It is important to note this warranty covers installation materials of the system and NOT the equipment within the system unless Triton has manufactured the individual component. Triton will warranty any custom designed / built equipment or interfaces created by Triton for a period of (1) year.

Triton will correct or replace any of the above installation components that fail during the one (1) year warranty period at **NO CHARGE** to the customer.

If Triton provides **system design** services to the customer, Triton also warrants that the components selected or recommended, and the system configuration including system performance specifications is operational and appropriate for the intended use as agreed upon by the customer and shown in the single line documentation and equipment lists provided with the system for the same period of one (1) year. Triton will work diligently to ensure the system design meets or exceeds the expectations of the customer. It is the customer's responsibility to fully understand the capabilities and limitations of the system BEFORE signing off on the final single line documentation.

Triton will correct any system design configuration that fails to perform to specification or as diagramed after the single lines have been approved. If the system will not function as depicted on the single line diagrams, Triton will provide the engineering services for the re-design and subsequent changes to documentation, and any other design element affected by the change at **NO CHARGE** to the customer. The customer will be responsible for any equipment items needed to make the system functional.

Equally important to what is provided by the System Installation Warranty, is what is not covered.

NOT COVERED under the Triton System Installation Warranty:

1. **Manufactured Equipment that fails to operate DURING the installation period.** If during the system installation, a piece of equipment fails to operate properly, Triton will coordinate with the manufacturer or vendor that provided the equipment to have it repaired or replaced as necessary only if the equipment is purchased from Triton.
 1. If the equipment is not purchased from Triton the customer will need to coordinate the repair or replacement of the piece of equipment.
 2. If the equipment is not purchased from Triton and this causes a delay of the installation, testing, commissioning or completion of the project, the customer will be charged for the time lost for any Triton employee not able to complete their work during that delay. If other work can be assigned to the employee then there will be no additional charge.

It will be the responsibility of the customer to provide the freight to/from the manufacturer as required by the manufacturer's warranty agreement. Triton will not be liable for missed deadlines or loss of business to the customer for equipment that does not function and is beyond the control of Triton.

2. **Manufactured Equipment fails AFTER system sign-off.** If an equipment item fails after the system is operational and signed-off by the customer. The customer will be responsible for getting the equipment item repaired or replaced according to the manufacturer's warranty. Triton is not responsible for the removal or reinstallation of the item. If the customer is not technically capable of removal/reinstallation of the item, Triton will provide those services at the prevailing rates.
3. **Legacy equipment** provided by the customer as part of a system installation that fails to operate will be the responsibility of the customer to have repaired and function to a level of specification in accordance with system in which it is placed. (i.e., the unit meets broadcast or manufacturers specifications if designed to be used in a broadcast system)
4. **System design modifications** which affect the operational capability of the system after it has been installed, tested, and signed off. If the customer changes the design or re-wires the system and is not in accordance with the single line documents provided, Triton will NOT warranty the portion of the system that was changed or its effect on the remaining portions of the system. NOTE: a change in one area may affect another. If Triton must research and correct the problem that was a result of a customer design change after approval, the customer will be responsible for all charges at the Triton prevailing rates.
5. **Triton will not warrant software and computer configuration changes performed by the customer after system sign-off.** Computer-based equipment is extremely sensitive to configuration changes. When Triton completes an installation that includes software, ONLY those programs and configurations recommended or approved by the manufacturer or software provider should be placed on the computer. **If the customer adds, changes, updates, deletes, or otherwise changes the software or configuration of the computer, Triton will not warrant the computer-based system operation.** It is highly recommended that ANY of the computer-based systems be operated in strict accordance with the manufacturer's recommendations. The customer will be responsible for all expenses to either return the system to its original configuration or find the solution that enables the change to be functional.

6. **System design by consultants** or others is NOT warranted by Triton unless Triton has completed a thorough engineering review. Triton will not knowingly embark on a system design or installation that is known to be flawed or in which the operational performance is questionable.
7. **Equipment modifications.** Modifications to equipment that is not approved by the manufacturer may not be warranted within a system. Generally, those will be limited to the specific item but may have a detrimental effect on other components of the system.
8. **Use of non-standard equipment, connectors, cables, or adapters.** If a customer uses non-standard items within the system that are not part of the Triton installation process, and approved by Triton, Triton will not warrant these items and related systems. It will be the customer's responsibility to ensure the compatibility of such items for their intended use within the system.
9. **Data and Network Security.** Triton Technology Solutions, Inc. shall make all efforts to maintain network and data security during the project. Triton will not guarantee or warrant the security of any information you provide for this project. Triton to be held harmless for any and all 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 classified information, alteration of electronic information, extortion, and network security. Triton is not liable for any breach response costs as well as regulatory fines and penalties nor credit monitoring expenses. Triton's Network Liability Clause is available for more information and detail of how we will make every effort to maintain data security during the project.
10. **Training.** Training is not included in the system warranty; however, it is available at an additional cost if required.

II. The Equipment Warranty: NOT Covered by Triton

The Equipment warranty covers the manufactured equipment items that make up the system such as Cameras, Projectors, Switchers, Editors, Monitors, Distribution Amplifiers, and other manufactured items. The warranties for these items are covered by the **MANUFACTURER** and may vary in length and level of coverage. Under our standard warranty, Triton does not cover these equipment items since they are covered by the manufacturer. Triton **MAY** provide various levels of equipment warranty services for an additional charge.

Definitions:

¹ Substantial Completion is defined as the customer having the first beneficial use of the system as it was intended or designed.

EXHIBIT B

COMPENSATION FOR CONSULTANT SERVICES

In the event of any conflicts between the provisions in Exhibit B and the other terms of the Agreement, the other terms of this Agreement shall govern.

(Immediately behind this page)

CUSTOMER: City of Lompoc
 ADDRESS: 100 Civic Plaza
 Lompoc, CA 93436
 CONTACT: John Mejia
 PHONE #:
 EMAIL: j.mejia@clompoc.ca.us



32234 Paseo Adelanto Suite E-1 | San Juan Capistrano, CA 92675
 phone: 949.388.3919 | fax: 866.275.9175
www.TritonTechnologySolutions.com | contractor's license #951869

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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
TRITON DIRECT PRICING						
VOTING / REQUEST TO SPEAK / AV CONTROL						
1	1	Intent Digital	VL-XLG-8MGS	VoteLynx XLG/Mini-GUS Meeting Management System Includes: *(2) VoteLynx software license *VoteLynx XLG Standard Control Processor with XLR-RKM Rackmount Kit *(8) VoteLynx Mini- Graphic User Stations. VoteLynx Mini-Graphic User Station Description: Desktop 7" touch monitor with GUS Standard Controller computers preconfigured to provide vote entry, member request to speak entry, motions. View presentation timer count. *VoteLynx VDU-150 Video Display Unit *(1) 15" LCD Touch Panel Display for Standard Control Processor *Configurable Audiovisual Control System Option *VoteLynx Member Request to Speak Management w/Microphone Control *Control of optional annunciator and timer displays *One year warranty; one year software support. Additional yearly support available	\$30,969.00	\$30,969.00
2	8	Kensington	K67936WW	Kensington ClickSafe Combination Laptop Lock for Wedge-Shaped Security Slot - Security cable lock - silver	\$38.00	\$304.00
3	1	Intent Digital	TDM-150D	VoteLynx LCD Timer Display: Minutes & seconds timer count, and red, yellow, and green indicators for start, stop and wrap up time on LCD Display in desktop enclosure.	\$589.00	\$589.00
4	2	Intent Digital	RST-120	VoteLynx RTS Touch Panel: (For Mayor) 12" touch panel with desktop stand for VoteLynx voting control, request-to-speak, display of agenda item and results with optional AV control at mayor or other position.	\$3,008.00	\$6,016.00
5	1	Intent Digital	ETP-W102WL	VoteLynx Wireless Touch Panel: Preconfigured with VoteLynx control client software license.	\$1,972.00	\$1,972.00
6	1	Intent Digital	VL-CONFIGURE	Intent Digital Manufacturer Support Services: Configure VoteLynx system including Video Display Unit, vote stations, operation, and graphic layouts of VoteLynx controllers, and touch panels. Coordinate with DSP programmer for audio operation with VoteLynx RTS and control system. Configure control system to control mixer mic, line and send levels and mutes, video over IP matrix approximately 8x8. Remote commissioning and testing of VoteLynx system operation. VoteLynx system to be shipped pre-configured based on project design documentation and information supplied by user, design consultant or integrator. Integrator to install VoteLynx system equipment. No Intent Digital site visits are included in this quote.	\$13,443.00	\$13,443.00
7	1	TV One	1T-C2-750	dual Picture-in-Picture PIP DVI-I Scaler	\$1,023.00	\$1,023.00
8	1	TV One	RM230	Rack Mount Kit	\$91.00	\$91.00
9	1	Intent Digital	VL-XLG-SUP	VoteLynx XLG Software Support: One year renewable support package for VoteLynx XLG systems includes email support, phone support and software upgrades. Starts after initial one year support period. Support will be invoiced to the end user by Intent Digital.	\$3,500.00	\$3,500.00

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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
AUDIO SYSTEM						
10	1	Biamp	Tesira SERVER-IO	Configurable I/O DSP with up to 48 channels of I/O, 1 DSP-2 card (2 additional DSP-2 cards can be added), no AVB-1 network card	\$5,089.00	\$5,089.00
11	8	Biamp	Tesira SEC-4	4 channel mic/line input card with AEC	\$565.00	\$4,520.00
12	2	Biamp	Tesira SOC-4	4 channel mic/line output card	\$249.00	\$498.00
13	1	Biamp	DAN-1	64X64 Dante Module	\$1,135.00	\$1,135.00
14	1	Biamp	DSP-2	DSP Card	\$647.00	\$647.00
15	1	Biamp	SVC-2 or STC-2	POTS or VOIP Interface Card	\$489.00	\$489.00
16	1	BIAMP	VOLTERA - A 300.2	The Voltera A 300.2 is a compact, two-channel, half-rack power amplifier with a total output power of 300 watts. The amplifier channels can be individually selected to drive 150 watts per channel into 4 ohm, 8 ohm, 70 V, or 100 V. Power sharing is also supported, allowing up to 300 watts to be delivered by any channel.	\$625.00	\$625.00
17	10	Shure	MX418D/C	Condenser Microphone, Cardioid, 45.7 cm / 18 Inch Gooseneck, Bottom Cable Exit, Preamp Included, Black, 3-pin XLR Connector, Programmable Mute Switch	\$275.00	\$2,750.00
18	1	Shure	MXWAPT4	4 Channel Access Point Transceiver	\$2,371.00	\$2,371.00
19	1	Shure	MXWAPT8	8 Channel Access Point Transceiver	\$3,066.00	\$3,066.00
20	3	Shure	MXWNCS8	Network Charging Station - 8 Mic Charging Ports	\$1,598.00	\$4,794.00
21	1	Shure	MXW2/SM58	Wireless Handheld Mic	\$491.00	\$491.00
22	10	Shure	MXW8	Desktop Base Gooseneck Transmitter	\$523.00	\$5,230.00
23	11	Shure	MX415R/C	Microflex® 15-Inch Modular Gooseneck, Cardioid, 38.1 cm / 15 Inch Gooseneck, Red Light Ring on Top, Preamp Included, Black, 5-pin XLR Connector	\$192.00	\$2,112.00
24	1	Shure	MX400DP	Surface mount preamplifier mounts a Microflex gooseneck microphone to a table.	\$209.00	\$209.00
25	1	BIAMP	TESIRA EX-LOGIC	The EX-LOGIC provides both logic inputs and outputs and through software can be configured as a control interface. There are 16 total connections that can be used as inputs or outputs. Pins 1 – 12 are designated as Logic connections only and will accept contact closure or 5V TTL for input or provide contact closure or LED power (5V/10mA) for output.	\$483.00	\$483.00
26	1	AUDIO PRESS BOX	APB-112 OW-D	Professional, on wall, active, AudioPressBox unit with 1 channel DANTE input and 12 LINE/Mic outputs. It is powered via PoE so you need only 1 cable for the signal and power.	\$1,976.00	\$1,976.00
27	1	Audix	M70WD	The M70WD is a steerable, flush-mount condenser microphone designed for distance miking in a variety of applications, including video conferencing, distance learning, hospital rooms, surveillance, and ambient room miking. The flush-mount configuration and a footprint of only three inches in diameter allow the M70WD to virtually disappear. Dual-color LEDs can be set via a plugin to indicate mic status.	\$499.00	\$499.00
28	1	Audix	DN43	The DN43 is an analog-to-Dante (or AES67) interface for the Audix M3 tri-element microphone, plus one additional analog microphone, featuring selectable pre-amp gain, low- and high-pass filters, and LED logic control.	\$749.00	\$749.00
29	2	Audinate	ADP-DAO-AU-0X1	Audinate Dante AVIO 1-Channel XLR Analog Output Adapter for Dante Audio Network	\$168.00	\$336.00
30	3	Audinate	Virtual Sound Card	Dante Virtual Soundcard turns your computer into a Dante-powered workstation, seamlessly integrating your PC or Mac with Dante audio devices on your network. Instantly connect to record, process and playout using any audio application and any combination of Dante-enabled devices.	\$59.00	\$177.00
31	1	Biamp	Tesira EX-UBT	POE AVB/USB Expander with Bluetooth	\$530.00	\$530.00
32	1	Listen Tech	LS-55-072	Assisted Listening System Includes: One (1) LT-800-072-01 Stationary RF Transmitter (72 MHz) One (1) LA-122 Universal Antenna Kit (72 MHz and 216 MHz) One (1) LA-326 Universal Rack Mounting Kit Four (4) LR-4200-072 Intelligent DSP RF Receiver (72 MHz) Four (4) LA-401 Universal Ear Speaker Two (2) LA-430 Intelligent Earphone/Neck Loop Lanyard One (1) LPT-A107-B Dual RCA to Dual RCA Cable 6.6 ft. (2 m) One (1) LA-381-01 Intelligent 12-Unit Charging Tray One (1) LA-304 Assistive Listening Notification Signage Kit	\$1,963.00	\$1,963.00
33	1	Listen Tech	LR-4200-072	Intelligent DSP RF Receiver (72 MHz)	\$233.00	\$233.00

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34	1	Listen Tech	LA-401	Universal Ear Speaker	\$17.00	\$17.00
35	1	Listen Tech	LW-100P-02	Listen EVERYWHERE 2 Channel Wi-Fi Audio Server	\$922.00	\$922.00
36	1	Listen Tech	LA-391-050	RG-58 50 Ohm Preassembled Coaxial Cable (50 ft)	\$178.00	\$178.00
37	2	Renkus-Heinz	ICC12/3-RD1	Iconyx Compact Array Speaker System with DANTE input - BLACK	\$1,753.00	\$3,506.00
38	1	Renkus-Heinz	IC-FCSC-2	Iconyx factory certified installation setup and commissioning support	\$1,683.00	\$1,683.00
39	2	Blackmagic Design	BMD-CONVMUDCSTD/HD	Mini Converter UpDownCross HD	\$143.00	\$286.00
40	2	AV Pro Edge	AC-SC2-AUHD-GEN2	18Gbps Universal Signal Manager	\$374.00	\$748.00
41	2	AV Pro Edge	AC-MXNET-1G-DV2	HDMI over IP Decoder	\$749.00	\$1,498.00
42	2	Optical Cable Corporation	RTS1U-3APB	CAB ASSY RTS1U OCC BLK SLIDING	\$199.00	\$398.00
43	6	Optical Cable Corporation	600	PLATE,FILLER,BLANK,OCC	\$4.00	\$24.00
44	1	Optical Cable Corporation	OCA212140MTMT0150F	ASSY, 12CH, MTP (F) TO MTP (F), OM3, HD CABLE, SHIPPING REEL, 150 FOOT	\$653.00	\$653.00
45	4	Optical Cable Corporation	D5LC-LC-2MG	FOJ LC-LC 50umOM3 2MTR AQU SPX	\$10.00	\$40.00
46	2	Optical Cable Corporation	MTCM12LC06M2AD	CASSETTE ASSY MALE 12CH,OM4,LC,06,DPLX,METHOD A	\$398.00	\$796.00
47	1	Auray	ERS-8U	8U Steel Equipment Rack with 3" Casters (8 RU)	\$178.00	\$178.00
48	2	Middle Atlantic	PD-2415SC-NS	Slim Power Strip, 24 Outlet, 15A	\$153.00	\$306.00
VIDEO PRESENTATION SYSTEM						
49	1	Owl	MTW300-1000	Meeting Owl 3 - Conference camera - color - 1920 x 1080 - 1080p - audio - wireless - Wi-Fi - USB-C	\$962.00	\$962.00
50	7	AV Pro Edge	AC-MXNET-1G-EV2	HDMI over IP Encoder	\$749.00	\$5,243.00
51	9	AV Pro Edge	AC-MXNET-1G-DV2	HDMI over IP Decoder	\$749.00	\$6,741.00
52	1	Inogeni	CAM300	Switch 1 of 4 USB/HDMI cameras to USB 3.0	\$1,576.00	\$1,576.00
53	1	Barco	R9861511US	Barco ClickShare C-10 - wireless video/audio extender - 802.11a, 802.11b/g	\$1,325.00	\$1,325.00
54	1	AV Pro Edge	AC-EZRACK-15	EZ Rack from AVPro Edge you can mount any type of AVPro Edge extender to give your customer a clean and safe finish in the rack. HDMI Extenders can be small and when you have many of them in a rack it's hard to stay organized. This solution allows you to mount a strong metal plate that can hold up to 15 HDBaseT transmitters/MX Net encoders at the same time.	\$187.00	\$187.00
55	1	AV Pro Edge	AC-SC2-AUHD-GEN2	18Gbps Signal Manager, Up/Down Scaler, EDID Manager, Audio De-Embedder	\$374.00	\$374.00
56	2	C2G	C2G29886	Universal 4K HDMI Adapter Ring is the perfect addition to conference rooms, huddle spaces, lecture halls, or classrooms to make sure that anyone can connect. The standard configuration includes the adapters to connect nearly any device to the in-room display while supporting up to a 4K video resolution. Choose from HDMI to DisplayPort, Mini DisplayPort, USB-C, or Lightning to meet connectivity challenges.	\$145.00	\$290.00
57	1	AV Pro Edge	AC-MXNET-SW24	MXNet 24 Port Network Switch Full 24 port copper POE+ ports with 370 Watts of power available, Four 1GB SFP fiber port for longer runs. Four 10GB SFP+ fiber ports for stacking, Less than 2 seconds switching time, Less than 40ms latency. "Whisper" Quiet Operation, AVPro Edge engineered and optimized Multicast A/V firmware modules IAVP - Intelligent A/V Processing	\$2,499.00	\$2,499.00
58	1	AV Pro Edge	AC-MXNET-SW48	MXNet 48 Port Network Switch, Full 48 port copper POE+ ports with 370 Watts of power available, Four 1GB SFP fiber port for longer runs, Four 10GB SFP+ fiber ports for stacking, Less than 2 seconds switching time, Less than 40ms latency, "Whisper" Quiet Operation, AVPro Edge engineered and optimized Multicast A/V firmware modules, IAVP - Intelligent A/V Processing	\$4,999.00	\$4,999.00
59	1	AV Pro Edge	AC-MXNET-CBOX	MXNET Controller w/ Mentor Software New Slim Control Box	\$412.00	\$412.00
60	4	AV Pro Edge	AC-10G-SFPP-C80	10G SFP+ Copper RJ-45 Transceiver Module with throughput Up to 80m (262'5")	\$312.00	\$1,248.00
61	1	BEETRONICS	13HD7M	Confidence monitor for Podium	\$399.00	\$399.00
62	2	EXTREME POWER	P91-1500	1500VA/1450W 120V UPS with 1-8A Charger, 2U	\$1,813.00	\$3,626.00
63	1	EXTREME POWER	P91C-1000	1000VA/800W 120V UPS with 1A Charger, 1U	\$1,350.00	\$1,350.00

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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
64	1	SAMSUNG	UN32N5300AFXZA	Full HD 1080p Resolution - Enjoy a viewing experience that is 2x the clarity of standard HD TVs. Power Supply (V) AC110-120V 50/60Hz. Image Aspect ratio:16:9. Picture Processor : HyperReal. Audio - Dolby : Yes. Sound Output (RMS) : 10W(L:5W, R:5W). Smart TV - Get to your entertainment the faster, easier, and more intelligent way. Easily access your streaming services all in one place using the Samsung Remote Control. Micro Dimming Pro - Reveal a more true-to-life picture with enhanced contrast. Quad Core Processor: enjoy a Fluid browsing experience and faster control switching between apps, streaming content and other media effortlessly.	\$213.00	\$213.00
65	1	Crimson AV	ADJR3	Extension Legs for the Main Projector adaptor plate for JR3 and DP Evison 10K	\$34.00	\$34.00
66	1	Marshall Furniture	MDGR-60	AV OPERATOR DESK - This 60" wide Custom Gallery Rail Style desk includes a 3" integral gallery rail, grommets as needed, AC/USB power outlets, space for user provided displays, keyboard, mic, and phone, wire managers, floor access and caster base. 9/5/23 Email John Mejia requested the laminate to be "Caramel Oak" for the AV operator desk.	\$4,353.00	\$4,353.00
67	1	Marshall Furniture	ADAP-32	ADA PODIUM - This 32" wide Custom Prairie lectern includes an ADA pullout work surface with mount box and pullout keyboard shelf, medium cable reservoir, 8" electric height adjust, heavy duty drop leaf shelf, standard locking doors, removable 9RU rack box in matching material of body, passive air ventilation, cable door with mouse hole for cord passage, 6-outlet surge protector, floor access for cord passage, and a flip up toe kick for access to locking swivel carpet casters. 9/5/23 Email John Mejia requested the laminate to be "Wheat Oak" for the podium.	\$8,865.00	\$8,865.00
68	9			Blank plate 1.5" x 4.5"	\$50.00	\$450.00
69	1			Blank plate 4.5" x 13"	\$50.00	\$50.00
70	1			Blank plate 4.5" x 9"	\$50.00	\$50.00
71	9			Round Grommet blank 1" Diameter	\$3.00	\$27.00
72	2			Blank plate 12.5" x 12.5"	\$100.00	\$200.00
73	4			Blank plate 4 Gang	\$10.00	\$40.00
74	1	RHC	4945-09133DWA-04	12.5X12.5 PLATE LOADED/ENGRAVED (BSP HOUSE LEFT)	\$643.00	\$643.00
75	1	RHS	4945-09133DWA-05	12.5X12.5 PLATE LOADED/ENGRAVED (BSP HOUSE RIGHT)	\$193.00	\$193.00
76	1	RHC	4945-09133DWA-01	2 Gang Plate Loaded/Engraved (DAIS)	\$62.00	\$62.00
77	1	RHC	4945-09133DWA-02	2 GANG PLATE LOADED/ENGRAVED (PODIUM BSP)	\$130.00	\$130.00
78	1	RHC	4945-09133DWA-03	4 GANG PLATE LOADED/ENGRAVED (WALL BOX)	\$368.00	\$368.00

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79	1	RHC	4945-09133DWA-06	2 GANG PLATE LOADED/ENGRAVED (MIC CHRGR BSP)	\$162.00	\$162.00
SPARES						
80	1	AV Pro Edge	AC-MXNET-1G-EV2	HDMI over IP Encoder	\$749.00	\$749.00
81	1	AV Pro Edge	AC-MXNET-1G-DV2	HDMI over IP Decoder	\$749.00	\$749.00
OWNER FURNISHED EQUIPMENT (OFE)						
82	1			Presentation PC with two monitors		
83	2			Lobby Speakers		
84	1			Cable Bos		
85	0			Podium		
86	1			Monitors		
87	0			Amplifier		
88	1			44 RU RACK		
FUTURE TRANSLATION EQUIPMENT						
89	0	Sennheiser	HMD 26-II-600-X3K1	On-Ear Stereo Broadcast Headset with 3-Pin XLR & TRS Connectors	\$500.00	\$0.00
90	0	Focusrite	RedNet X2P	RedNet X2P 2x2 Dante Audio Interface	\$1,639.00	\$0.00
91	0	Listen Tech	LT-800-072-01	Transmitter	\$959.00	\$0.00
92	0	Listen Tech	LA-122	Antenna	\$120.00	\$0.00
SYSTEM INTEGRATION						
93	1		MATERIALS	Installation Materials includes cables, connectors, rack screws, cable labels, panduit, solder and other consumables required for the installation of the above equipment.	\$11,000.00	\$11,000.00
94	1		LABOR	Labor for installation, commissioning, testing and training of the system. This includes programming of the DSP and Intent Digital Control System.	\$89,595.00	\$89,595.00
					SUBTOTAL:	\$259,276.00
					GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):	\$4,666.97
					TAX @: 8.75%	\$15,255.45
					CALIFORNIA E-WASTE RECYCLE FEE:	
					\$4.00/Monitor 4" - 14.99"	
					\$5.00/Monitor 15"-34.99"	
					\$6.00/Monitor 35" or larger	\$58.00
					TOTAL:	\$279,256.42

TERMS AND CONDITIONS:
 1. This quotation is valid for 30 days from quote date.
 2. Payment terms available upon credit approval.
 3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total.
 4. Ground freight is estimated and billed at the cost Triton incurs.
 5. Labor quoted is not a condition of the equipment being purchased from Triton.
 6. This information is confidential between Triton and the named Customer above and cannot be shared with anyone outside of either organization without approval from either organization.
 7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.