

FILED

Telepath Commercial Comm

APR 11 2007

By The
Office of The City Clerk

Radio Equipment Services Proposal

PREPARED FOR



BID# B071181080

SUBMITTED BY



Commercial Communication Equipment

49111 Milmont Drive • Fremont, CA 94538

510.656.5600 or 800.292.1700

www.telepathcorp.com

JASON J. GARZA
ACCOUNT MANAGER
(916) 919-0479 CELL
(916) 471-0404 FAX

INVITATION FOR BID

BID NUMBER B071187080

FOR SERVICES/SUPPLIES: Radio Equipment Services

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Request for Bids, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the 'Contract Documents', are fully incorporated herein by this reference and are collectively referred to as the 'Contract'. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Telepath Corporation
ADDRESS: 49111 Milmont Dr. Fremont, CA 94538
PHONE # 570-656-5600 FAX #: 570-656-2114
STATE TAX I.D. # 286-9091-5 FED. TAX I.D. # 94-2678653
City of Sacramento Business Operation Tax Certificate # Will obtain
TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor _____ Partnership _____
Corporation Limited Liability Company _____ Other (please specify: _____)
BY: (signature of authorized person) [Signature]
PRINT NAME: ADAM STINGER
TITLE: President / CEO

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

PRICING SCHEDULE

For furnishing to the City of Sacramento prices in accordance with the provisions and specifications contained herein:

Note: All items in each Section of the Price Sheets must be priced in order for the bid to be considered responsive.

EQUIPMENT PRICE SCHEDULE 1A

LOCAL GOVERNMENT - Trunked

<u>Manufacturer</u>	<u>Type/Description</u>	<u>Count</u>	<u>Monthly Each</u>	<u>Extended</u>
Mobile Radios				
Motorola	Spectra C7	543	<u>\$ 8.13</u>	<u>\$ 4414.59</u>
Motorola	MCS 2000 T3	48	<u>8.13</u>	<u>390.24</u>
Motorola	XTL2500	12	<u>8.13</u>	<u>97.56</u>
Motorola	XTL2500 warranty	1	<u>8.13</u>	<u>8.13</u>
E.F. Johnson	5300	1	<u>8.13</u>	<u>8.13</u>
E.F. Johnson	5300 warranty	1	<u>8.13</u>	<u>8.13</u>
		606	SubTotal	<u>\$ 4926.78</u>
Portable Radios				
Motorola	MTS 2000 T1	6	<u>\$ 8.13</u>	<u>\$ 48.78</u>
Motorola	MTS 2000 T2	177	<u>8.13</u>	<u>1439.01</u>
Motorola	MTS 2000 T3	24	<u>8.13</u>	<u>195.12</u>
Motorola	MTS 2000 Vehicular Charger	2	<u>8.13</u>	<u>16.26</u>
Motorola	XTS 2500 T2	26	<u>8.13</u>	<u>211.38</u>
Motorola	XTS 2500 T2 warranty	1	<u>8.13</u>	<u>8.13</u>
Motorola	XTS 2500 T3	3	<u>8.13</u>	<u>24.39</u>
Motorola	XTS 2500 T3 warranty	1	<u>8.13</u>	<u>8.13</u>
		240	SubTotal	<u>\$ 1951.20</u>
Control Stations & Remotes				
Motorola	Spectra C7	22	<u>\$ 8.50</u>	<u>\$ 187.00</u>
Motorola	Spectra Astro	3	<u>8.50</u>	<u>25.50</u>
Motorola	XTL5000	1	<u>8.50</u>	<u>8.50</u>
Motorola	XTL5000 warranty	1	<u>8.50</u>	<u>8.50</u>
Motorola	L1651A Remote	22	<u>3.00</u>	<u>66.00</u>
Motorola	L1652A Remote	6	<u>3.00</u>	<u>18.00</u>
Motorola	L1475A Remote	10	<u>3.00</u>	<u>30.00</u>
Motorola	PL3030A Remote	3	<u>3.00</u>	<u>9.00</u>
Motorola	CDN1337A Remote	1	<u>3.00</u>	<u>3.00</u>
Motorola	L1652A Remote adaptor	1	<u>3.00</u>	<u>3.00</u>
Motorola	L3223A Remote	10	<u>3.00</u>	<u>30.00</u>
Motorola	L3208A Remote adaptor	2	<u>3.00</u>	<u>6.00</u>
		82	SubTotal	<u>\$ 394.50</u>
				<u>\$ 7272.48</u>
				Monthly Total
				<u>\$ 81269.76</u>
				Annual Total

EQUIPMENT PRICE SCHEDULE 1B

LOCAL GOVERNMENT - Conventional

Manufacturer	Type/Description	Count	Monthly Each	Extended
CONVENTION CENTER				
Motorola	Repeater UHF 10W	1	\$ 30.00	30.00
Motorola	GP300 Portable	18	8.13	146.34
Motorola	P1225 Portable	31	8.13	252.03
Motorola	CT250 Portable	13	8.13	105.69
Motorola	CP200 Portable warranty	1	8.13	8.13
Motorola	CP200 Portable	25	8.13	203.25
		89	Sub Total	\$ 745.44
ZOO				
Motorola	Repeater GR1225	1	\$ 10.00	\$ 10.00
Motorola	GP300 Portable	9	8.13	73.17
Motorola	P1225 Portable	12	8.13	97.56
Motorola	SP50	10	8.13	81.30
Motorola	CT250 Portable	10	8.13	81.30
Motorola	HT50	3	8.13	24.39
ICOM	IC-F21(s)	5	8.13	40.65
ICOM	IC-F21(s) warranty	1	8.13	8.13
ICOM	IC-F60(s)	3	8.13	24.39
ICOM	IC-F60(s) warranty	1	8.13	8.13
Motorola	P100	2	8.13	16.26
		57	Sub Total	\$ 465.28
PARKING ENFORCEMENT				
Motorola	GP300 Portable	8	8.13	\$ 65.04
WASTE WATER COLLECTION				
Motorola	P1225	20	8.13	\$ 162.60
GOLF DIVISION				
Motorola	P1225	10	8.13	\$ 81.30
Motorola	GP300	9	8.13	73.17
Motorola	GP350	3	8.13	24.39
Motorola	CT250	3	8.13	24.39
		25	Sub Total	\$ 430.89
CAMP SACRAMENTO				
Motorola	Micor Repeater UHF 10W	1	30.00	\$ 30.00
Motorola	Saber	15	8.13	121.95
		16	Sub Total	\$ 151.95
ANIMAL CONTROL				
Motorola	P1225	10	8.13	81.30
Motorola	GP300	6	8.13	48.78
ICOM	IC- F24(S)	11	8.13	89.43
ICOM	IC- F24(S) warranty	1	8.13	8.13
ICOM	IC- F60(S)	1	8.13	8.13
		29	Sub Total	\$ 235.77
				\$ 2029.33
				Monthly Total
				\$ 24351.96
				Annual Total

EQUIPMENT PRICE SCHEDULE 1C

FIRE - Trunked

Manufacturer	Type/Description	Count	Monthly Each	Extended
Mobile Radios				
Motorola	Spectra C9T	121	<u>\$ 8.13</u>	<u>\$ 983.73</u>
Motorola	Spectra C7D	32	<u>8.13</u>	<u>260.16</u>
Motorola	MCS2000 type 2	1	<u>8.13</u>	<u>8.13</u>
Motorola	MCS2000 type 3	21	<u>8.13</u>	<u>170.73</u>
Motorola	XTL5000 W9	4	<u>8.13</u>	<u>32.52</u>
Motorola	XTL5000 05	1	<u>8.13</u>	<u>8.13</u>
Motorola	XTL5000 05 warranty	1	<u>8.13</u>	<u>8.13</u>
Motorola	XTL2500	1	<u>8.13</u>	<u>8.13</u>
Motorola	XTL2500 warranty	1	<u>8.13</u>	<u>8.13</u>
		183	SubTotal	<u>\$ 1487.79</u>
Portable Radios (intrinsically safe)				
Motorola	MTS2000 type 2	336	<u>\$ 8.13</u>	<u>\$ 2731.68</u>
Motorola	MTS2000 type 3	9	<u>8.13</u>	<u>73.17</u>
Motorola	XTS2500 type 2	1	<u>8.13</u>	<u>8.13</u>
Motorola	XTS2500 type 2 warranty	1	<u>8.13</u>	<u>8.13</u>
Motorola	XTS2500 type 3	1	<u>8.13</u>	<u>8.13</u>
Motorola	XTS2500 type 3 warranty	1	<u>8.13</u>	<u>8.13</u>
		349	SubTotal	<u>\$ 2837.37</u>
Control Stations				
Motorola	XTL5000 Station Alert	1	<u>\$ 8.50</u>	<u>8.50</u>
Motorola	XTL5000 Stn. Alert warranty	1	<u>8.50</u>	<u>8.50</u>
Motorola	Spectra B5D Stn Alert	31	<u>8.50</u>	<u>263.50</u>
Motorola	XTL5000 Station Monitor	1	<u>8.50</u>	<u>8.50</u>
Motorola	XTL5000 Stn. Monitor warranty	1	<u>8.50</u>	<u>8.50</u>
Motorola	Spectra C5D Stn Monitor	5	<u>8.50</u>	<u>42.50</u>
Motorola	XTL5000 Control Stn.	1	<u>8.50</u>	<u>8.50</u>
Motorola	XTL5000 Control Stn. warranty	1	<u>8.50</u>	<u>8.50</u>
Motorola	Spectra C7C Control Stn	10	<u>8.50</u>	<u>85.00</u>
		52	SubTotal	<u>\$ 442.00</u>
Mobile Data				
Motorola	VRM650	45	<u>\$ 6.00</u>	<u>\$ 270.00</u>
Motorola	VRM850	1	<u>6.00</u>	<u>6.00</u>
Motorola	VRM850 warranty	1	<u>6.00</u>	<u>6.00</u>
Motorola	9100/386 MDT	46	<u>6.00</u>	<u>276.00</u>
Motorola	9100 MDT RADIO	46	<u>6.00</u>	<u>276.00</u>
		139	SubTotal	<u>\$ 584.00</u>
				<u>\$ 5351.16</u>
				Monthly Total
				<u>\$ 6423.92</u>
				Annual Total

EQUIPMENT PRICE SCHEDULE 1D

FIRE - Conventional

Manufacturer	Type/Description	Count	Monthly Each	Extended
Mobile Radios				
Motorola	Syntor 9000 (VHF)	2	\$ 8.13	\$ 16.26
Motorola	Syntor X (VHF)	7	8.13	56.91
Motorola	Spectra (UHF)	20	8.13	162.60
Motorola	Spectra (VHF)	20	8.13	162.60
Motorola	M 400 Radius (VHF)	8	8.13	65.04
Kenwood	TK7890 VHF	37	8.13	300.81
		94	SubTotal	\$764.22
Portable Radios				
Motorola	Saber (VHF)	18	\$ 8.13	146.34
Bendix/King	GPH (VHF)	1	8.13	8.13
Bendix/King	GPH (VHF) warranty	30	8.13	243.90
		180	SubTotal	\$398.37
Control Stations				
Motorola	Compa station with timer	21	\$ 5.00	\$ 105.00
Motorola	Radius M100 UHF w/timer	2	\$ 5.00	10.00
		23	SubTotal	\$ 115.00
Repeater				
Motorola	Micor Repeater (VHF)	1	\$ 30.00	\$ 30.00
Motorola	SpectraTac Receiver (VHF)	6	5.00	30.00
Motorola	Voting Comp.	1	6.00	6.00
		8	SubTotal	\$ -
Miscellaneous				
Computer	MOSCAD Siren PC, printer	1	\$ 2.00	\$ 2.00
Motorola	MOSCAD FIU (Siren)	1	10.00	10.00
Motorola	MOSCAD RTU (Siren)	24	3.00	72.00
Station System	Aud. Amp	23	1.00	23.00
Station System	Speakers	110	1.00	110.00
TX/RX	BDA, Federal Court House	1	8.00	8.00
TX/RX	BDA, K-street Plaza Garage	2	8.00	16.00
TX/RX	BDA, Cal EPA	1	8.00	8.00
Celwave	BDA EOC	1	8.00	8.00
Hark	TSM2000 tower light monitor	1	20.00	20.00
Hughey/Phillips	Tower beacon/light controller	1	20.00	20.00
		166	SubTotal	\$ 291.00
				\$ 1634.59
				Monthly Total
				\$19,615.08
				Annual Total

EQUIPMENT PRICE SCHEDULE 1E

POLICE - Trunked

Manufacturer	Type/Description	Count	Monthly Each	Extended
Mobile Radios				
Motorola	XTL5000 W9	26	# 8.13	# 211.38
Motorola	XTL5000 05	1	8.13	8.13
Motorola	XTL5000 Motorcycle	1	8.13	8.13
Motorola	XTL5000 Motorcycle warranty	1	8.13	8.13
Motorola	Spectra C9	216	8.13	1,756.08
Motorola	Spectra C7	32	8.13	240.16
Motorola	Spectra W7	8	8.13	65.04
Motorola	MCS2000 T3	29	8.13	235.77
Motorola	XTL2500	1	8.13	8.13
Motorola	XTL2500 warranty	1	8.13	8.13
		316	SubTotal	\$ 2569.08
Portable Radios				
Motorola	XTS 2500 T2	398	# 8.13	# 3,235.74
Motorola	XTS 2500 T2 warranty	1	8.13	8.13
Motorola	XTS 2500 T3	68	8.13	552.84
Motorola	XTS 2500 T3 warranty	1	8.13	8.13
Motorola	MTS 2000 T2	588	8.13	4,780.44
Motorola	MTS 2000 T3	83	8.13	674.79
		1139	SubTotal	\$ 9,260.07
Control Stations				
Motorola	Spectra C7	6	# 8.50	# 51.00
Motorola	XTL5000	10	8.50	85.00
Motorola	XTL5000 warranty	1	8.50	8.50
Motorola	Spectra A7	11	8.50	93.50
		28	SubTotal	\$ 238.00
Control Station Remotes				
Motorola	MC3000, headset jack, footswitch	20	# 5.00	# 100.00
Motorola	L1925A Comtegra	3	4.00	12.00
		23	SubTotal	\$ 112.00
Consoles (includes ancillary equipment)				
Motorola	Gold Elite, CIE, PC, jacks, footswitch	20	# 30.00	# 600.00
		20	SubTotal	\$ 600.00
				\$12,779.15
				Monthly Total
				\$153,319.80
				Annual Total

EQUIPMENT PRICE SCHEDULE 1F

POLICE - Conventional

Manufacturer	Type/Description	Count	Monthly Each	Extended
Mobile Radios				
Kenwood	TK790, VHF	1	# 8.13	# 8.13
Kenwood	TK890, UHF	1	8.13	8.13
		2	SubTotal	\$ 16.26
Portable Radios				
Motorola	Saber, Reserves	20	# 8.13	162.60
			SubTotal	\$ 162.60
Suitcase Alarm System				
Motorola	Suitcase Alarm Transmitters	20	# 15.00	300.00
	Head end equipment: PC, Term, System watch, radio, RIM, etc.	1	# 20.00	20.00
		21	SubTotal	\$ 320.00
Miscellaneous				
TX/RX	BDA (North substation)	1	# 8.00	# 8.00
TX/RX	BDA (South substation)	1	8.00	8.00
TX/RX	BDA Rosemont High School	1	8.00	8.00
TX/RX	BDA McClatchy High School	1	8.00	8.00
TX/RX	BDA Einstein Middle School	1	8.00	8.00
TX/RX	BDA Kennedy High School	1	8.00	8.00
TX/RX	BDA Kit Carson Middle School	1	8.00	8.00
TX/RX	BDA Inderkum High School	1	8.00	8.00
TX/RX	BDA California Middle School	1	8.00	8.00
TX/RX	BDA Sacramento High School	1	8.00	8.00
TX/RX	BDA Grant High School	1	8.00	8.00
TX/RX	BDA Public Safety Center	1	8.00	8.00
Motorola	MTVA (for MTS2000)	24	4.00	98.00
Hark	TSM2000 tower light monitor	1	20.00	20.00
Hughey/Phillips	Tower beacon/light controller	1	20.00	20.00
		38	SubTotal	\$ 232.00
				\$ 730.86
				Monthly Total
				\$ 8,770.32
				Annual Total

EQUIPMENT PRICE SCHEDULE 1G

POLICE - Mobile Data

<u>Manufacturer</u>	<u>Type/Description</u>	<u>Count</u>	<u>Monthly Each</u>	<u>Extended</u>
Mobile				
DataRadio	MRM	262	<u>\$ 6.00</u>	<u>\$ 1,572.00</u>
DataRadio	MRM warranty	1	<u>6.00</u>	<u>6.00</u>
Newmar	Startguard	262	<u>2.00</u>	<u>524.00</u>
D&R Electronics	Equipment shelf	250	<u>1.00</u>	<u>250.00</u>
		775	SubTotal	<u>\$2,352.00</u>
Comcen				
DataRadio	Multi Site Controller/HA (w/remote Mfg. tech support)	1	<u>\$ 830.00</u>	<u>\$ 830.00</u>
DataRadio	Network Management System (w/remote Mfg. tech support & hardware service agreement)	1	<u>416.00</u>	<u>416.00</u>
		2	SubTotal	<u>\$1,246.00</u>
Alhambra Water Tank				
DataRadio	ParagonPD 800 MHz DBS (includes BDLC, CSU, UPS)	4	<u>\$ 15.00</u>	<u>\$ 60.00</u>
Brighton Heights				
DataRadio	ParagonPD 800 MHz DBS (includes BDLC, CSU)	3	<u>15.00</u>	<u>45.00</u>
			Subtotal	<u>\$ 105.00</u>
				<u>\$ 3,703.00</u>
				Monthly Total
				<u>\$4,436.00</u>
				Annual Total

EQUIPMENT PRICE SCHEDULE 1H

Unit cost of installation and removal of equipment not described in other schedules

Local Government

Sedans	Installation	<u>\$ 200.00</u>
	Removal	<u>100.00</u>
Pickups/Vans/Station wagons	Installation	<u>\$ 200.00</u>
	Removal	<u>100.00</u>
Trucks, 1-ton or larger	Installation	<u>\$ 200.00</u>
	Removal	<u>100.00</u>

Fire

Sedans	Installation	<u>\$ 1,100.00</u>
	Removal	<u>400.00</u>
Pickups/Vans/Station Wagons	Installation	<u>\$ 1,800.00</u>
	Removal	<u>600.00</u>
Medic	Installation	<u>\$ 700.00</u>
	Removal	<u>300.00</u>
Fire Trucks or Engines	Installation	<u>\$ 1500.00</u>
	Removal	<u>500.00</u>

Police

Patrol Cars	Installation	<u>\$ 1,500.00</u>
	Removal	<u>500.00</u>
Undercover Cars	Installation	<u>\$ 1,100.00</u>
	Removal	<u>400.00</u>
Motorcycles	Installation	<u>\$ 900.00</u>
	Removal	<u>300.00</u>
Pickups/Vans/Station Wagons	Installation	<u>\$ 1200.00</u>
	Removal	<u>450.00</u>
MTVA (Vehicular adaptor, including DC power off)	Installation	<u>\$ 100.00</u>
	Removal	<u>50.00</u>

Labor rates for projects and work not covered under schedules

Technician, hourly rate	<u>\$ 110.00</u>	<u>\$ 165.00</u>
Installer, hourly rate	<u>95.00</u>	<u>150.00</u>

For parts and material not covered under schedules; prices shall be based on Contractor's cost plus:

25 %

PRICE EQUIPMENT SCHEDULES
1A THROUGH 1G
SUMMARY

Schedule 1A Annual Total	<u>\$ 87,269 - 76</u>
Schedule 1B Annual Total	<u>\$ 24,351 - 96</u>
Schedule 1C Annual Total	<u>\$ 64,213 - 92</u>
Schedule 1D Annual Total	<u>\$ 19,615 - 08</u>
Schedule 1E Annual Total	<u>\$ 153,349 - 80</u>
Schedule 1F Annual Total	<u>\$ 8,770 - 32</u>
Schedule 1G Annual Total	<u>\$ 44,436 - 00</u>
Annual Grand Total	<u>\$ 402,006 - 84</u>

ALL SCHEDULES AND ALL ITEMS WITHIN EACH SCHEDULE MUST BE BID. PARTIALLY BID OR UNBID SCHEDULES WILL CAUSE THE ENTIRE BID TO BE CONSIDERED NON-RESPONSIVE AND THE BID WILL NOT BE CONSIDERED FOR AWARD.

TO RECEIVE AN EXCEL VERSION OF THE PRICING SCHEDULE, PLEASE CONTACT KENNETH STUBER AT kstuber@cityofsacramento.org .

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED. Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

~~~~~

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing, within three years of the date of my signature below.

**EXCEPTION:** \_\_\_\_\_  
                    Date                    Violation Type                    Place of Occurrence

**If additional space is required use back of this form.**

**\* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

**IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.**

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Telepath Corp.  
BY: [Signature] president Date: 4-4-07  
Signature Title

**Effects of violations:** a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

**DECLARATION OF COMPLIANCE  
Living Wage Ordinance**

Name of Contractor: Telepath Corp.

Address: 49111 Milmont Dr. Fremont, CA 94538

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract.
3. If the amount of my City contract is less than \$100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is \$100,000 or more.
4. I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.
6. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.
7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.
8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract.



**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

TelePath Corporation  
Name of Contractor

49111 Milmont Dr. Fremont, CA 94538  
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3.54 of the Sacramento City Code.
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

5. I understand that failure to comply with the provisions of Section 5.(a) through 4.(i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

8. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

  
\_\_\_\_\_  
Signature of Authorized Representative

4/5/07  
\_\_\_\_\_  
Date

Ann Ettinger  
\_\_\_\_\_  
Print Name

president  
\_\_\_\_\_  
Title

## ITEMS REQUIRING BIDDER RESPONSE

**NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.**

### 1. ESBD PROGRAM REQUIREMENTS

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. The E/SBD program establishes an annual emerging and small business enterprise (E/SBE) participation goal for the City's contracts and agreements, and authorizes City departments to require minimum E/SBE participation levels in individual contracts and agreements so that the annual E/SBE participation goal can be met.

The City has established a minimum 20% participation level for E/SBEs for this bid. Pursuant to City Code Section 3.60.270, no bidder shall be considered a responsive bidder unless its bid meets or exceeds this minimum participation level.

Bidders shall include copies of their certification as a SBE or EBE and the SBE or EBE certifications for each subcontractor listed on the attached "Subcontractor and E/SBE Participation Verification" form (Attachment 2) with their bid. Failure to submit the required E/SBE information will be grounds for finding the bid nonresponsive.

### ESBE CERTIFICATION

- A. SBE utilized to meet the E/SBE participation requirement must be certified as such by the City, as defined herein, prior to the time bids are received. A State of California Department of General Services (DGS) SBE certification can be used toward getting a City certification; however, the City certification process must be complete prior to the time bids are received.
- B. An EBE utilized to meet the E/SBE participation requirement must be certified as such by the City, as defined herein, prior to the time bids are received.

### DETERMINATION OF ESBE PARTICIPATION LEVEL

- A. The percent of E/SBE participation shall be determined based on the dollar amount of the work or services to be performed (1) by the bidder, if it is a certified E/SBE, and/or (2) by certified E/SBE subcontractors designated in the bid, relative to the total dollar amount of the bid.
- B. To receive credit for participation, a E/SBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work or services and must carry out its responsibility by actually performing, managing, or supervising the work or services.

### E/SBE REQUIREMENTS OF SUCCESSFUL BID

- A. E/SBE RECORDS – The Contractor shall maintain records of all agreements with certified E/SBE subcontractors for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each E/SBE subcontractor and the total dollar amount actually paid each E/SBE subcontractor. Upon completion of the contract, a summary of these records shall be prepared,

certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by City, to determine compliance with any provision of the E/SBD program or these requirements.

- B. REPORTING REQUIREMENTS AND SANCTIONS – Failure to provide specific information, records, reports, certification, or any other documents required for compliance with these requirements shall be considered noncompliance with the agreement. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the agreement amount. The deduction shall be ten (10) percent of the estimated value of the services performed during the month, not to be less than \$1,000 nor exceed \$10,000.

### **ITEMS REQUIRING BIDDER RESPONSE, continued**

- C. PERFORMANCE OF E/SBE SUBCONTRACTORS – The E/SBEs listed as subcontractors by the Contractor shall perform the work or services for which they are listed unless the Contractor has received prior written authorization from the City to perform the work or services in another manner. If the City approves the substitution of an E/SBE listed as a subcontractor by the Contractor, the Contractor will be required to make good faith efforts to replace the original E/SBE subcontractor with another certified E/SBE subcontractor.

### **DEFINITIONS**

#### **Emerging Business Enterprise (EBE)**

The City shall certify EBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources, that were in effect on December 1, 1998, provided that the size standard, industry by industry, shall be set at 50% of the State small business certification criteria and standards that were in effect on December 1, 1998.

#### **Small Business Enterprise (SBE)**

The City shall certify SBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources. A State of California Department of General Services SBE certification can be used toward getting a City certification, however, the City certification process must be complete prior to the time bids are received.

#### **Contractor**

The successful bidder who is awarded the contract by the City.

#### **Subcontractor**

The individual, partnership, corporation, firm or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the contract.

## **2. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE**

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business

enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as an EBE or SBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747.

**A. SMALL OR EMERGING BUSINESS ENTERPRISE (SBE/EBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as a small or emerging business enterprise? Check the appropriate block below:

**YES** - the firm submitting the bid is certified by the City of Sacramento as a small or emerging business enterprise.

**NO** - the firm submitting the bid is not certified by the City of Sacramento as a small or emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number \_\_\_\_\_.

**ITEMS REQUIRING BIDDER RESPONSE, continued**

**3. PRICING SCHEDULE**

Bidders must complete and return with their bid the PRICING SCHEDULE, Pages 10-18.

**4. DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT**

Bidders must sign and return with their bid the Drug-Free Workplace Policy Affidavit, Pages 19-20.

**5. LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

Bidders must sign and return with their bid the Living Wage Declaration, Page 21.

**6. NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE (EBO) DECLARATION OF COMPLIANCE**

Bidders must sign and return with their bid the Non-Discrimination in Employee Benefits by City Contractors Ordinance (EBO) Declaration of Compliance, Pages 22-24.

**7. PAYMENT DISCOUNT**

Will you offer a prompt payment discount? Yes  or No  (Net 30 days)

If Yes, the Payment Discount is 2 % for payment within 10 calendar days, which will be computed from the date delivery, is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

**8. CONTRACTOR'S HISTORY & REFERENCES**

Contractor shall provide the following information with bid:

- a. History of Company
- b. References: Include name and phone number of contact person

## **CORPORATE PROFILE**

Telepath Corporation has been providing customers around the world with communication products and service since July of 1978. Our base business was buying and selling clean, refurbished two-way radio equipment internationally. The Internet caused us to shift directions in the mid 1990's and focus in the local retail sales and service of two-way radio equipment, security camera systems and RF signal re-enforcement. Our clientele core consists of public safety and utilities entities, high tech manufacturing firms and the transportation industry throughout Northern California. It is largely due to this customer base that we have emerged as a valid integrator of commercial communications systems.

Our technical proficiency provides us with the ability to develop a project from concept and design, to installation and optimization. TelePath Corporation's ability to service and maintain these systems is a vital aspect of this process. Our "Ready to Respond" mentality has allowed us to thrive as a 24/7 emergency response provider. Our standard operating procedures for emergency response dictate that our customers receive a call back within 20 minutes and a technician onsite within 2 hours of a "Call Out." TelePath Corporation guarantees problem resolution within 4 hours or escalation to a higher level.

In addition to communications service and maintenance, TelePath Corporation provides emergency vehicle equipment installations and removals. Our service department is thoroughly versed in police and fire lighting systems as well as mobile data systems. Our public safety customers include San Jose PD, Fremont Fire & Police, Hayward PD and Milpitas PD to name a few.

TelePath Corporation prides itself on customer service, with more than half of our staff assigned to the Service Department. Our service department consists of a Manager, a Coordinator, an Administrator, five Installers and five field RF Component-level Engineering technicians. TelePath Corporation is both a Motorola Preferred Subcontractor and an Installation Agreement Subcontractor.

TelePath Corporation has maintained its position as the largest radio shop in the Bay Area for nearly 30 years. As a result, Motorola invited TelePath Corporation to participate in the growth process of the Sacramento and Central Valley Market. Additionally, TelePath Corporation provides sales and service for product lines such as Kenwood, ICOM, B/K Relm, MA/COM, TAIT and TX/RX.

## REFERENCES

### **City of Hayward**

300 West Winton Ave. Hayward, CA 94544

Desi Calzada, Communications Supervisor

[Desi.calzada@hayward.ca.us](mailto:Desi.calzada@hayward.ca.us) (510) 293-7181

**\$84,000 annual contract**

Contracted to provide 24/7 maintenance support for past three years.

### **Alameda County Superior Courts**

1225 Fallon St. Oakland, CA 94612

Tom Duncan, Trial Court Administrator

[tduncan@alameda.courts.ca.gov](mailto:tduncan@alameda.courts.ca.gov) (510) 268-2667

**\$1.1 Million**

Installation of 450+ CCTV cameras and panic alarm system in eight different court houses

### **Hewlett Packard**

8000 Foothills Blvd. Roseville, CA 95747

Greg Hardiman, Facilities Manager

[Greg.hardiman@hp.com](mailto:Greg.hardiman@hp.com) (408) 569-0316

**\$50,000 annual contract**

Maintaining two 900mHz Smart Net radio systems and their respective subscriber units.

### **Santa Cruz Metro**

370 Encinal St. Ste#100 Santa Cruz, CA 95060

Tom Stickle, Operations Manager

[tstickle@scmtd.com](mailto:tstickle@scmtd.com) (831) 469-1957

**\$30,000 annual contract**

Maintenance agreement for communication system and their respective subscriber units.

### **Intel Corporation**

3065 Bowers Ave. Santa Clara, CA 95054

Richard Moore, Security Manager

[Richard.moore@intel.com](mailto:Richard.moore@intel.com) (408) 653-6958

**\$75,000 annual sales**

Maintenance of trunked radio system and their respective subscriber units.  
Preferred vendor for over twenty years.