



City of San Buenaventura
REQUEST FOR PROPOSAL/QUALIFICATIONS No. P-130000479
City Council Chambers – Audio/Visual Systems
September 25, 2018

Notice is hereby given that sealed proposals will be received at the Purchasing and Contracts Division for providing Audio/Visual Systems Installation Services, in accordance with the attached General Background, Purpose, Schedule of Events, Qualifications, Evaluation Criteria, Exhibit A - Standard Form Professional Services Agreement, Exhibit B - General Provisions for Standard Form Contracts, and Exhibit C - Authorization Sheet.

Mandatory Pre-Bid Meeting and Job Walk:

A **mandatory** pre-proposal meeting will be held at **City Hall on Thursday October 4, 2018 at 10:00 AM. Contractors are to meet in the foyer of City Hall.** Attendance of this Pre-Proposal Walk-through is mandatory in order to submit a Bid. Proposer's must participate in the walk-through inspection and familiarize themselves with any conditions that may affect performance and proposal prices. Bids submitted on which the walk-through meeting has not been attended will be considered non-responsive and rejected.

All questions and comments shall be submitted in writing, via email to Nicole Supan, Buyer, at nsupan@cityofventura.ca.gov, no later than Thursday, October 11, 2018, at 3:00 PM. Any response will be in the form of an Addendum.

Closing Time and Date

Proposals shall be submitted in a sealed envelope clearly marked "RFP No. P-130000479" prior to:

Thursday October 18, 2018 at 3:00 PM

Sealed proposals shall be delivered by courier, express mail, or in person to:

Purchasing and Contracts Division
City of San Buenaventura
501 Poli Street, Room 102
Ventura, CA 93001

One original marked "ORIGINAL" and bearing original signatures, four identical copies, and one electronic version must be submitted, on or before, the submittal deadline date. If discrepancies are found between the copies, or between the original and copies, the original will provide the basis for resolving such discrepancies. If no document can be identified as the original, Proposer's proposal may be rejected at the discretion of the City. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered.

Proposals received after the scheduled submittal deadline will be returned unopened. Proposals postmarked prior to submittal deadline, but received after the deadline, will be returned unopened.

Proposals will not be opened publicly, and the City will endeavor to keep such confidential until a preferred service provider is recommended to the City Council.

Any communication with City staff or the City Council, except for the Purchasing and Contracts Division, regarding this RFP/Q is prohibited. **Disregard of this provision could result in rejection of the proposal.**

Copies of the proposal package and subsequent addenda may be obtained at www.cityofventura.ca.gov/bids.



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1.1. REQUEST FOR PROPOSAL PROJECT OVERVIEW

1.2. City Background

The City of Ventura is a coastal community known for its marina, pier, golf courses, beaches, parks and passion for arts and culture. It is located in the State of California, 30 miles south of Santa Barbara and 60 miles northwest of Los Angeles. The City population is 109,000. The City operates under its own charter with the City Council-Manager form of government. The City Council is comprised of seven members elected to serve overlapping terms, with one member serving as Mayor on a biennial term.

The City of Ventura is a full-service city comprised of more than 600 full-time and 300 part-time employees

1.3. Council Chambers Background

The Ventura City Council meets Monday Evenings three times per month (except holidays) to discuss and act on a variety of issues. The current Council Chamber was built in 1912 and is a registered historical landmark. The majority of the existing equipment was installed over 20 years ago with minor updates throughout the years. There are original “as-built” plans available to show existing wiring or conduit, however the accuracy of these documents will be verified by the selected vendor.

The City also holds a variety of other types of meetings in the Council Chambers including the School Board, Commissions, trainings, regional meetings and various ceremonies. Therefore, it is important that the room serves many purposes and staff can be confident that the equipment is capable of accommodating a multi-use environment.

In December 1970, City Hall, and the Council Chambers within, were listed as an historical site in the National Register of Historical Places. This limits some of the processes, methods, and manner in which work can be done in this building, such as drilling holes, mounting to walls, etc. It is expected that most of the work described in this RFP can be completed without any concerns and City staff will be available to assist the selected vendor through any situation that may require special attention.

1.4. Purpose

The purpose of this Request for Proposal (RFP) is to identify and select a vendor with a proven track record in the design, installation and support of state-of-the-art AV systems. The AV Contractor is to design, furnish, install, provide training for, and provide technical support for, an audio & visual system that is capable of recording, archiving, and broadcasting live legislative events from the City Council Chambers and Community Meeting Room. The AV contractor will attend meetings with City employees and City Council members to determine needs, present their design, make modifications as requested and review final designs. Once approved, the AV contractor will acquire all equipment and materials, provide a full mock-up of the systems for demonstration and approval purposes and then install complete working systems.

The AV Contractor shall provide project management to insure fulfillment of this Scope within budget and schedule. The AV Contractor is expected to provide continuous Quality Assurance and Quality Control of design and installation activities.

1.5. RFP Schedule of Events

1.6. Table 1 – Event schedule

Table 1 - RFP Schedule of Events, below identifies the City’s best estimate of the schedule that will be followed. The City realizes the vendor procurement and selection schedule represents an aggressive timeline; however, time is of the essence and the City encourages vendors to carefully consider and plan according to the presented schedule of events.

RFP EVENT		DATE/TIME
1	City issues RFP	September 25 th , 2018
2	Mandatory Pre-Proposal Meeting	October 4 th , 2018 – 10:00 a.m. PST
3	Written Questions Due No Later Than	October 11 th , 2018
4	Answer to Questions Posted	October 18 th , 2018
5	Deadline for Submitting a Proposal	October 25 th , 2018 – 3:00 p.m. PST
6	City Completes Short-list Evaluations	October 30 th , 2018
7	Short-list Vendor Interviews (if required)	November 8 th , 2018
8	Authorization of Award to Most Responsive Vendor	November 19 th , 2018
9	Execute Contract & Begin Work	December 3 rd , 2018
10	Deadline for Completion of Work*	January 11 th , 2019
11	Training Begins	January 14 th , 2019

*The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

1.7. Qualifications

To be considered for selection, bid documentation shall include the following items.

1. Company profile including history, number of employees, facility size and annual revenue.
2. The contractor’s experience and capability, and the experience and qualifications of the proposed team members that will perform the work required for the project. Qualifications for bidding this project include the following items.
 - a. Contractor shall have previously installed at least three jobs of similar magnitude, completed within the last five years. A resume shall be provided for these projects including project name, scope of services, year completed, and contact information for a reference.
 - b. Contractor shall have five years of experience with equipment and systems of the types specified, shall maintain a fully staffed and equipped service facility, and shall be a franchised dealer and authorized service facility for the major brands specified, and shall be properly licensed to work in Ventura, California.

- c. Résumé of key personnel to be used on this project, including but not limited to: Project Manager; Lead Engineer; Job-Site Superintendent.
3. The contractor's proposed approach to the project including the management approach and logistics necessary to accomplish the work;
4. The contractor's detailed scope of work for the project, which includes a detailed explanation of the project;
5. A sample set of shop drawings or as-built documents that confirm the Contractor's capabilities to provide engineering and documentation for the project.
6. A line sheet listing all manufacturers for which the Contractor is a dealer and/or authorized service center.
7. A description of the Contractor's abilities for in-shop assembly, fabrication and testing.
8. The Bidder shall disclose in the bid whether any portions of the project work will be subcontracted. All terms of this contract, including bidding and qualification statements, shall apply to the subcontractor.
 - a. Name of the proposed subcontractor.
 - b. A statement of qualifications for each subcontractor.
 - c. A scope of work outlining what portions of the project for which the subcontractor will be responsible.
9. Proposed project schedule. Work must be completed in a timely manner and scheduled around weekly City Council meetings. From December 12th, 2018 to January 11th the Council Chamber will not be used for meetings, providing full access to vendor for installation of the new equipment. If work is performed outside of this window, audio, video and recording systems must be operational for meetings unless previously arranged with the City staff and adequate provision is made for nonfunctioning systems.
10. The contractor's proposed cost with a detailed breakdown of each aspect of the project. Include the following information with the bid submittal:
 - a. The total contract price.
 - b. The total price for any add or deduct alternates.
 - c. An itemized equipment list with quantities and unit pricing.
 - d. A breakdown of the number of labor hours for each of the following:
 - i. Engineering and documentation.
 - ii. On site coordination meetings and supervision.

- iii. In shop fabrication and assembly.
 - iv. On site fabrication, assembly, and installation.
 - v. On-site verification and testing.
- e. All contract work must be paid and verified according to the State of California's Department of Industrial Relations Prevailing Wage regulations (<https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>).

1.8. GENERAL REQUIREMENTS

- a. The AV Systems consist of the engineering, materials, equipment and systems described in this RFP. This Contract is for system design, documentation and drawings, equipment, material, installation, programming and training. The work of this section includes a complete and operational turn-key system.
- b. All bidders shall fully inform themselves of the conditions under which the work is to be performed. No additional compensation shall be allowed for any labor or item the bidder could have been fully informed of prior to the bid date.
- c. The systems shall conform to all applicable code requirements and shall be in conformance with industry standards of operation and practices. All materials, arrangements, and procedures shall comply with applicable code requirements, allowing the users to arrange and operate a safe assembly and working environment for audience and user personnel.
- d. In the absence of more stringent requirements, the AV Contractor shall maintain injury and property liability insurance coverage throughout the project's scheduled timetable, including workmen's compensation coverage for Contractor's employees.
- e. All work and materials shall comply with all applicable building codes and regulations.
- f. Obtain all licenses and permits necessary for the execution of any work pertaining to the installation, or any operation by the Owner.
- g. Contractor will comply with all union jurisdiction requirements for the completion of the project. Questions regarding jurisdiction should be directed to the City personnel.
- h. The Contractor will coordinate with other Contractors as required and in a timely fashion to convey all information (scheduling, structural, electrical, technical or otherwise) necessary to the completed project.
- i. The Contractor will be responsible for connecting ground point to all equipment in accordance with applicable state and local codes, and industry standards for AV systems. Coordinate with the Division 26 Electrical Contractor.

- j. Equipment and materials shall be new, meet the latest published specifications of that product, and conform to applicable regulatory provisions. Take care during installation to prevent scratches, dents, chips, etc.
- k. Install rack mounted equipment with black 10-32 button head machine screws. Provide security covers on non-user operated equipment having front panel controls. Install covers at the conclusion of Acceptance Testing. Provide engraved lamicooid labels at the front and rear of equipment mounted in racks. Mount labels on the equipment and attach in a neat, plumb, and permanent manner. Embossed labels will not be accepted.
- l. All products and materials to be handled and shipped in accordance with manufacturer's recommendation. Provide protective covering on equipment and furniture during construction to prevent damaging or entrance of foreign matter. Replace at no expense to Owner, product damaged during delivery, storage, handling or construction.
- m. Review Architectural, Mechanical, and Electrical Contract Documents as needed in light of requirements for AV systems. Provide a document to the City advising of any changes required in order to allow the AV systems to be installed and function correctly.

1.9. PROJECT SUBMITTALS

Product Data: Submit manufacturer's product data sheets for each item of equipment that will be provided as part of this contract. Submit electronically as a single PDF, as well as in hard copies per project requirements. All equipment cut sheets will be arranged per section. Provide a table of contents and a bookmark at the start of every product sheet.

Millwork Colors and Samples and any equipment requiring color selection: Submit to the owner color options for evaluation and selection.

Submit project shop drawings for review and approval prior to ordering equipment. Failure to submit shop drawings with ample time for evaluation shall not entitle the contractor to an extension of contract time. There will be no work authorized on site without the prior submittal and subsequent approval of a complete set of shop drawings. Any exceptions to this must be in writing and approved by the owner. Shop drawings shall indicate complete details and dimensions of work to be performed. Shop drawings shall be formatted as outlined below, and should contain the items as appropriate, but are not be limited to, the following details:

1. Submitted as a multi-sheet PDF and hard copy document with:
 - a. 30" X 42" sheets (verify drawing size and number of sets with architect)
 - b. Table of Contents
 - c. Bookmarks for every sheet with Sheet Name and Number

2. Drawings shall be a standalone package containing all information required to locate and install all junction boxes, devices and related equipment.
 - a. Video display locations, orientation, and mounting methods
 - b. Architectural Coordination. The layout of all spaces shall be coordinated with current architectural drawings and site conditions. Millwork and custom enclosures shall be coordinated with the Owner. Coordinate locations of all junction boxes, AC power outlets, and wire routing and management. Spaces include, but are not limited to Equipment Rooms, Council Dais, Audio Production Suites and other Control Spaces.
 - c. Custom Furniture. Provide a detail showing all dimensions and finishes for all custom furniture as well as equipment locations and mounting methods.
 - d. Rack Layout and Location Diagrams with overall dimensions.
 - i. Submit heat loads for each equipment rack and calculations showing how numbers were derived.
 - ii. Provide AC Power requirements for each equipment rack and calculations showing how numbers were derived. Provide power distribution details within each rack.
 - e. Antenna orientation, mounting elevation, and attachment hardware schedule.
 - f. Conduit riser diagrams for showing interconnect of all systems.
 - g. Wiring Spreadsheet showing all wiring pull lengths from source to destination, including wire numbers.
 - h. Wiring schematic. Complete, detailed wiring schematic for all systems, based on the contract documents but including cable types, identification by number and color codes, and detailed wiring of connections, both at equipment and between equipment racks and wiring in conduit.
 - i. Schematic drawings of any custom circuitry or equipment modifications, including connector pin-outs and component lists.
 - j. Terminal strip layouts for all terminal strips to be used in junction boxes or in the equipment racks.
 - k. Provide circuiting detail for power distribution within the rack(s) both in the equipment rooms as well as at the control positions.
 - l. Fabrication details for all custom panels and devices include materials, finishes and labeling.
 - m. Patch bay layouts, including patch point labeling.
 - n. Schedule of colors for all equipment and materials including speakers, wall panels, exposed cabling, and custom furniture. Include all information required for coordination of custom colors with Architect.
 - o. Network schematic showing logical connections of all network connected devices including IP address and VLAN information. Coordinate with Owner IT department for development of VLAN requirements and IP address scheme for AV equipment.
 - p. Custom Control Software Programming and User Interface Submittal.
 - i. Provide for approval prior to system installation an electronic copy of the DSP and Control System files, showing all user interfaces and control logic flow diagrams. It is the Contractor's

responsibility to provide any and all custom software interface programming for the systems provided under this section.

- ii. All Custom Software to be the unconditional property of the Owner, and copies of the files with all passwords to be provided on disks or memory sticks.
- q. Wireless frequency analysis. It is the responsibility of the contractor to coordinate all wireless frequencies.
- r. Assistive Listening System Analysis. Contractor is responsible for providing documentation showing the Assistive Listening system meets accessibility requirements of the project location. Contractor is to provide a quantity of receivers per prevailing code.

1.10. CONTRACT CLOSEOUT SUBMITTALS

1. Submit according to conditions of the Construction Contract and Project Manual. Submit all contract closeout documentation within 30 days after substantial completion, unless otherwise noted.
2. Contractor shall work from approved shop drawings only. Note changes made during installation on a single set of drawings. This set of marked up drawings will not leave the jobsite until after the final system commissioning. Submit 2 corrected sets of drawings showing work as installed. All “as-built” drawings to be provided both in electronic form (ACAD 2010 or later) and in hard copy (same size as project architectural drawings).
3. Contractor to provide a Project Manual prior to acceptance testing. Provide a minimum of 1 hard copy and one electronic copy. This manual shall contain the following information:
 - a. Table of Contents.
 - b. Contractor’s contact information for warranty and/or service.
 - c. A complete list of equipment, both installed and loose gear. Include manufacturer, model number, and serial number for all devices. Include settings (software or hardware) for any devices that required modification or adjustment during the acceptance testing.
 - d. Operating manuals for each device.
 - e. Documentation of all testing results.
 - f. Wireless microphone frequency coordination report
 - g. A USB Drive containing all As-Built drawings in PDF & DWG format.
 - h. Replacement parts lists of major items of equipment.
 - i. Provide a suggested schedule of routine maintenance. Schedule should include dates of replacement of all batteries, cleaning of air filters and procedures for checking speaker components.
 - j. Create a quick start guide to provide information specific to the system, such as procedures for system power on/off, patching, different modes of operation etc.
 - i. The guide should convey information specific to the installed system. It is not intended to be a guide on generic sound system operation.

- ii. Anticipated length of the guide is less than 2 pages front and back.
4. Provide two copies of all software installed on computers or equipment in the system, including all device configuration files on a USB Disk. One copy is to be furnished to Owner IT department.
5. Produce compact system flow diagrams showing all components, cables, and wire numbers that will be mounted on the wall of each equipment rooms(s). Provide photographically reproducible as-built wiring diagrams at a reduced scale that are easy to handle and fully legible.
6. Asbestos and PCB Certification: After completion of installation, but prior to Substantial Completion, Contractor will certify in writing that products and materials installed, and processes used, do not contain asbestos or polychlorinated biphenyls (PCB).
7. Provide a complete list of spares inventory to include quantity, manufacturer, model number, and serial number.

1.11. WARRANTY

The Contractor shall warrant new equipment to be free of defects in materials and workmanship for not less than one year after date of Substantial Completion. Defects occurring in labor or materials within one-year warranty shall be rectified by replacement or repair. Within the warranty period, provide answer to service calls and requests for information within a 24-hour period, and repair or replace any faulty item within a 72-hour period without charge, including parts and labor.

This warranty shall not void specific warranties issued by manufacturers for greater periods of time. Nor shall it void any rights guaranteed to the Owner by law.

Contractor to provide Owner with exact beginning and ending dates of the warranty period. Include the name of the person to call for service and telephone number. This information to be part of Project Record Drawings.

Contractor to provide a final site visit and verification that the system is operational, and all items are functioning correctly at the end of the warranty period. The contractor shall not be responsible for correcting items that have obviously been changed by the owner or end user.

Provide alternate line item pricing for an extended term maintenance agreement and warranty support that would include a rapid response time for service calls.

- City requires 1-hour phone response from 7 AM until 8 PM during normal business days.
- Please detail options for EMERGENCY response to City Council Chambers on Monday evenings from 4 PM – 8 PM within 30 minutes of verifying issue cannot be resolved remotely.
- Regular inspections of system to ensure latest firmware/software updates are completed in a timely manner and testing of all equipment to ensure in proper working condition.

- Would require technician attendance to City “State of the City” meeting held once a year (date to be provided each year in advance of meeting) to include technician reporting two hours early to set up, test and troubleshoot any system issues and ensure system is fully operational.

1.12. CITY COUNCIL CHAMBERS SCOPE OF AV SYSTEMS

The following is a description of the system issues and the desired upgrades required under this contract:

Video Presentation Screen

The current primary video presentation screen consists of a single front projection screen with projector sitting on a table in the room. Provide pricing for the following options to upgrades for the video presentation system:

- Replace the existing video projector with a new video projector meeting the following specifications:
 - Native resolution at least 1920x1080
 - Single chip DLP technology
 - Laser lamp of at least 8,000 lumen output
 - Provide custom cabinetry millwork to enclose the projector in an appropriate location in the front of the room. Enclosure to provide sufficient active cooling while also providing fan noise mitigation.
- Provide alternate equipment pricing for providing and installing a direct view LED display meeting the following specifications:
 - Pixel pitch of 1.5 mm or smaller
 - Display size of 10' x 5.6'
 - Resolution of at least 1920x1080
 - Provide spare LED panels equal to 5% of the panel modules
 - LED display shall include a manufacturer’s warranty that the product will be free from any defect in materials or workmanship for a period of two (2) years and will include replacement of any needed parts and labor for repair free of charge.
 - Installation labor and materials as needed to provide modifications to the video display wall to maintain the current wall appearance.

Video Presentation Portable Displays

- Provide two (2) flat panel LCD displays to be mounted on portable rolling stands meeting the following specifications:
 - Display size of 80” or greater
 - Resolution of at least 3840x2160 (UHD)
 - Include mounting stands with casters allowing displays to be moved to different locations
 - Provide HDMI over Ethernet cable transmitters and receivers for 4K video signal distribution. Receivers to be mounted on the back of the displays with ethernet connections on wall panels on the front sides of the room.

Council Member and Staff Displays

The current Council and Staff video screens to be replaced. Provide for the following:

- Individual council member and staff displays will be replaced with low-profile 22” to 24” regular computer video monitors. Display resolution to be at least 1920x1080.

Council Member Name Digital Signage:

Provide add-alternate pricing for the following:

- Council member and staff name plate digital signage displays to be replaced with appropriate size and resolution video displays to be mounted on the front of the dais.

Video Source Inputs

Current video distribution system includes dais mounted inputs that are generally never used.

- New system inputs to include VGA (with audio) plus HDMI at the following locations:
 1. Podium
 2. Staff table
 3. City Clerk
 4. House PC
 5. Blu-ray
 6. Staff document camera (new to be provided with the system)
 7. Cable TV feed
 8. Barco Clickshare (new to be provided with the system)

Video Distribution and Routing

The current video distribution and routing system shall be completely replaced with a network-based video distribution system. System to have minimal latency and the ability to route any input signal to any location within the facility. System to be:

- Video over network encoders, decoders and network switches to all dais and staff displays
- Provide video and audio distribution to the council meeting room and community meeting room for overflow.
- Provide video feeds to all existing and new video displays
- Inherent video latency to be no greater than 10 mS within the distribution system.

Sound Reinforcement System

The current sound reinforcement system will be upgraded with new components. Upgraded equipment to include:

- Existing system DSP to be replaced with a QSC Q-SYS audio DSP or equal
- Provide DSP programming for optimal performance including interface with the control system

- Provide 2 channels of wireless microphones including one body pack with head worn microphone and one handheld transmitter with dynamic mic capsule and 2 channels of receivers. Systems to be Shure ULXD or equivalent.
- Provide new microphones for the following locations:
 - 7 council members
 - City Attorney
 - City Manager
 - 5 staff positions
 - Clerk
 - Podium
- All microphones to include separate pushbutton mute control that will activate muting in the DSP. All-in-one digital congress system with mix-minus capability, integral speaker, request to speak and voting is a viable option.
- Provide audio feeds to all existing audio zones with individual level control of each zone.

Speaker System

Provide alternate pricing for replacing the current existing speaker system.

- Speakers to be two Renkus-Heinz Iconyx IC-16 steerable column speakers or equivalent. Speakers to be mounted on the front wall or side walls as appropriate and coordinated with the owner and optimized for proper coverage to the seating area.
- Provide amplifiers and speakers for individual council and staff locations for a mix-minus system. Speakers to be low profile and properly integrated into the dais or staff table millwork.

Audio Recording and Distribution

Additional audio systems upgrades include recording and distribution systems.

- Provide and install an audio recording appliance that is controlled by the control system that records MP-3 files that can be accessed on the network
- Provide two transformer isolated audio feeds to an audio output panel for ENG camera crews in the rear of the room

Hearing Impaired System

Provide a new assistive listening system that will meet current ADA requirements for transmitter and receivers.

Countdown Timer

Upgrades to the countdown timer system includes:

- Replace the countdown timer green/yellow/red display with two digital countdown clock displays.

- Video display on the front of the podium that will display the name of the presenter plus a countdown timer clock.
- Countdown timer functioning and programming will be coordinated with updated Granicus software.

Control System and Programming

Each council member will have a new control system touchscreen display that will interface with all equipment and provide functionality as outlined below:

- Provide a total of 11 control touchscreens at the following locations:
 - 7 Council Members (including Mayor)
 - Clerk
 - One staff position
 - Control room
 - One control iPad with wireless interface
- Provide 3 levels of control capability:
 - Basic council member functions including voting, request to speak, mic mute
 - Mayor control panel will provide the same functionality as council members plus clear request to speak notifications
 - The Clerk, staff position and control room panels will have full control over all audio and video functions. The clerk will have control over voting.
- System countdown timer programming to be able to manually enter the speaker time amount.
- The functionality provided by the AV Control System will include but may not be limited to:
 - System On/Off (Standby)
 - System power down – manual and/or scheduled
 - Video source selection and routing of AV sources to any of the available video displays
 - Control and scaling of video displays
 - Room audio source selection
 - Room audio volume control
 - Teleconferencing functions including all phone system interface programming
 - Teleconference audio source selection/mixing
 - Teleconference audio volume control
 - Control of Blu-ray player
 - Control of CATV tuner
 - Control touch panel functions as per the Owner
 - Zone level/mute
 - Press feed mute
 - Transport control of appropriate devices
 - Lighting control
 - Recording control
 - Control of digital congress system
 - Any existing functionality currently in system

- Create menu pages to provide simple “one-touch” system activation, selection of preset operating parameters, as many as may be required to cover the various meeting modes, city council and EOC functions, and a quantity of user-definable presets.
- Touchscreen programming will provide access to system individual microphone levels, playback control of source devices, microphone equalization, and other functions to be determined in conversations with the Owner. Certain touch panels will have different control features and level of control.
 - The City Clerk and Control Room touch panels will have control of all the systems.
 - The Clerk will have control over who is presenting content.
 - Wireless iPad control functions to be determined by Owner.
- The control system will provide access to the lighting presets, so the entire configuration of the space can be activated using the “one-touch” process.
- An advanced section will be included allow a means of storing user definable presets that set microphone levels and custom microphone equalization. A library of microphone equalization settings will also be stored.
- Menu pages must be password protected to limit access beyond simple system on/off and preset selection to those trained and qualified for other operations. All passwords and login information and software licenses related to the control systems programming will be provided to the Owner for their distribution as appropriate among staff and end users.
- All custom programming configurations and code will remain the property of the Owner.
- Prototype control screen templates will be presented to the Owner and Consultant for review and approval.
- Beta level control systems programming that have been tested with equipment will be provided for Consultant during mock-up phase.
- Completed base programming and structure will be tested and operational during system commissioning.
- The AV Contractor shall provide for up to 2 Owner requested revision lists to functionality and GUI layout that will be incorporated into the control system programming during the first year of building operation, after the first systems use. The AV Contractor shall provide these programming revisions without request for additional payments.
- In addition to the 2 major programming revisions, the lead programmer(s) shall be present for the first 2 times each of the systems are used by the Owner. Assume there will be 2 to 3 hours of follow-up programming changes after each of these 2 events.

Voting System

The City is looking at Granicus to provide electronic voting but is open to another solution. As an option-add, vendor to specify an electronic voting system that will allow for procedural voting of agenda items. Voting process will be controlled, displayed and recorded on a system compatible with or integrated into the control system. Voting procedure will include the following:

- Display of the agenda item to be voted on
- Clerk will begin the vote during which each council members touchscreen or dedicated voting system buttons will be activated and prompt for a yes, no or abstain response
- Once all votes are cast, with one button press, voting results will be displayed on the video displays.
- Voting results will be recorded with the clerk on the agenda/minutes system.

Production Video Systems

Production video systems modifications will be provided at two optional levels. The first level would be to augment the existing system to provide additional capability. The second level will be to replace the existing system with a completely new system. Both of these systems will be broken out as bid alternates

Option #1 – Existing system augmentation

Provide the following items to augment the existing system:

- Add a compatible 5th PTZ camera to the existing four. This camera will be mounted over the rear door by the clock and will provide a wide shot of the room. Prior to mounting any equipment, it must be confirmed that the mounting is not affecting any historical items within the room.

Option #2 - Completely new production video system

Provide the following items to replace the existing system:

- A total of 5 remote controlled PTZ cameras. Cameras to be Sony BRC-X1000 4K PTZ with 1” sensor or equivalent
- Cameras to be mounted in existing locations plus the additional camera to be mounted over the rear door by the clock and will provide a wide shot of the room.
- Compatible camera PTZ controller with multiple presets for each camera.
- Touchscreen interface allowing for preset recall of each camera plus switcher control
- Video switcher capable of 4K resolution with sufficient inputs for all cameras plus a feed from the networked distributed video system.
- Network compatible video recording appliance
- Multiview monitor display of at least 55” showing all individual cameras plus program and preview
- Switcher control surface capable of controlling all switcher functions

Video Lighting

The current architectural lighting system provides for a very low ambient light level in the council chamber. Provide the following lighting systems within the project scope of work:

- Provide electrical infrastructure for four lighting positions on the upper side walls. Lighting positions to be just above the upper wood band
- Provide a total of 22 fixtures that can be mounted on horizontal lighting track for a clean look. Fixtures to be Clarte’ XXX or equivalent.

- Provide integrated control into the control system that will include color changing, configuration of color temperature that will match ambient daylight color temperature.

Granicus and Video Archiving System

Systems modifications not included in this scope of work other than as might be incidental to other work as contained in this scope.

Security Camera System

Provide two security cameras to be mounted behind vents on the upper walls, one in the front of the room and one in the rear. Cameras to be at least 1920x1080 fixed cameras with video signal being routed to the watch commander office in the building.

City Manager’s Conference Room/Council Meeting Room

This room is to receive audio and video feeds from both the production video and presentation video systems that can be displayed on the video monitor.

Santa Cruz Conference Room

This room is used for medium size meetings. This room needs updated video projection equipment, to be integrated with existing system. No connection to the chamber is required.

Community Meeting Room

The community meeting room is used for design review and planning commission meetings as a stand-alone meeting space or as an overflow room for the council chambers. The audio quality in this room needs improvement, vendor is encouraged to suggest options and provide quotes for additional speakers and/or room dampening that would be approved for a historical building. The room currently has local inputs, a projector and screen and local control panel. New equipment for this room will include:

- Provide new updated audio and video feeds from the council chamber systems.
- New 4k video switcher and video projector of at least 8k lumen laser and at least 1920x1080 resolution display.
- Update local inputs to include local VGA and HDMI.
- Provide a local touchscreen control panel that will control local playback volume, overflow audio volume, audio and video source selection and power control.
- Integration with the selected voting system in cases where council meets in this room.
- A new staff document camera (not part of this project) will be used in this room.

1.13. EVALUATION CRITERIA

Upon receipt of the proposals, an evaluation team will rank the proposers to establish a short list of finalists for selection. The evaluation team may or may not interview finalists to make a final selection. If an interview is not conducted, finals selection shall be based

exclusively upon evaluation of the written proposals. Submitted proposals shall be evaluated based on the following criteria:

1.14. Table 2 – Evaluation Criteria

Category	Points Available
Contractor demonstrates an understanding of the project objectives and has submitted a complete and comprehensive proposal to accomplish those objectives in the timeframe available.	20
Contractor demonstrates the ability to meet or exceed the minimum requirements and preferences listed in the RFP	20
Contractor demonstrates having recent, satisfactory experience designing, installing, configuring, and supporting similar projects with a similar scope of work.	18
Contractor demonstrates ability to provide competitive pricing	18
Contractor demonstrates	
Contractor demonstrates having experience and expertise with a wide range of broadcast-grade audio, video and visual systems, particularly those relating to legislative/assembly meetings.	12
Contractor demonstrates an ability to provide high level customer support throughout the project and through the Technical Support period.	12
Total:	100

All proposals, irrespective of irregularities or informalities, will be opened at the time stipulated in the RFP document. This is not a public opening. A tally of the names will be performed and may be released upon request. **No other information will be released.**

The City of Ventura reserves the right to postpone the submittal deadline and opening of proposals any time before the date and time announced in the RFP or subsequent Addenda.

City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

The City reserves the right to reject the proposal of any proposer who previously failed to perform for the City or any other governmental agency. The City expressly reserves the right to reject the proposal of any proposer who is in default on the payment of taxes, licenses or other monies due the City of Ventura.

1.15. City Rights

The City reserves the right to:

- Waive any defect, irregularity or informality in the proposal or proposal procedures;
- Reject any and all proposals;
- Accept any proposal or portion thereof most advantageous to City;

- Request additional information or require a meeting with proposer's representatives for clarification;
- Cancel, revise, and/or reissue this request for proposal or any portions thereof,
- Negotiate any conditions;
- Retain all other provisions even if any provision of the proposal is deemed invalid;
- Modify deadlines; and
- Select any proposal deemed to be in its best interest as determined by the City.

1.16. EXHIBIT A – PROFESSIONAL SERVICES AGREEMENT

CITY OF VENTURA
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered as of the date last signed below (“Effective Date”) by and between the City of San Buenaventura, a charter city and municipal corporation of the State of California, (“City”), located at 501 Poli Street, Ventura, CA 93001, and _____, a(n) _____(capacity)_____ (“Consultant”), located at _____, individually referred to as “Party” and collectively as “Parties.”

By this Agreement, City agrees to engage the services of Consultant, and Consultant agrees to perform the services for City herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth.

1. Consultant's Services.

Consultant shall perform the tasks, obligations, and services set forth in the “Scope of Services,” attached to this Agreement as Exhibit “A,” and incorporated herein by reference.

2. Compensation for Consultant’s Services.

City shall pay Consultant for the services performed by Consultant pursuant to the terms of this Agreement the compensation set forth in the “Schedule of Compensation” attached hereto as Exhibit “B.” The compensation shall be paid at the time and manner set forth in Exhibit “B.”

3. Living Wage Requirements.

Consultant understands and agrees that this Agreement is subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code entitled, “Living Wages and Benefits for City Services,” a copy of which has been provided to Consultant. By reason thereof, during the term of this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. Moreover, Consultant will require any of its successors, assigns, and subcontractors who receive any compensation or other emoluments arising out the performance of the services provided for by this Agreement to similarly pay and/or provide such wages and/or benefits to all of their employees engaged in whole or in part in performing the such services. In addition, Consultant and any of its successors, assigns and sub-Consultants who received any compensation or other emoluments arising out of the performance of the services provided for by this Agreement

will post the "Notice to Employees" and provide the other information required by Section 2.525.170 of Chapter 2.525 at the time in the manner provided for by that section.

Consultant also understands and agrees that any violation of Chapter 2.525 of the San Buenaventura Municipal Code will be deemed to be a material breach of this Agreement entitling City to suspend or terminate this Agreement and/or impose the civil penalties provided for by Section 2.525.400 of Chapter 2.525.

By initialing this Section, Consultant agrees that it has been provided with and read a copy of Chapter 2.525 of the San Buenaventura Municipal Code as well as this Section, and that Consultant understands Chapter 2.525 and this Section.

Consultant's initials: _____

4. Term of Agreement.

The term of this Agreement shall be from _____, to _____.

5. Commencement of Performance.

Consultant shall not perform any work under this Agreement until: (i) Consultant furnishes proof of insurance as required under paragraph 11 of this Agreement, and (ii) City gives Consultant a written, signed, and numbered purchase order (which shall serve as a Notice to Proceed). All services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

6. Status of Consultant.

The City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits City provides for its employees.

7. Designated Representative.

The person named below shall be the designated Consultant Representative and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City Representative. Consultant's professional services shall be actually performed by, or shall be immediately supervised by, the Consultant Representative.

- (a) Name: _____
- Title: _____
- Address _____
- City State Zip: _____
- Email: _____

The City's representative shall be:

(b) Name: _____
Title: _____
Address: _____
City State Zip: _____
Email: _____

8. Assignment.

This Agreement is for the professional services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void.

9. Records and Inspections.

The Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. The City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

10. Hold Harmless.

Consultant shall hold City and City’s officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney’s fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Consultant’s performance of its services pursuant to this Agreement. In the event City and/or any of City’s officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or wrongful conduct, Consultant shall indemnify them for any judgment rendered against them for such negligent act, negligent omission or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney’s fees.

Consultant also understands and agrees that it is being employed to perform the services provided for by this Agreement because of Consultant’s professed expertise and experience in performing such services. In addition, Consultant understands and agrees that while City or City’s officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by Consultant pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, Consultant waives any right of contribution against City or any of City’s officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Consultant pursuant to this Agreement.

11. Insurance.

Prior to commencing performance of the services required by this Agreement, and at all other times this Agreement remains in effect, the Consultant shall procure and maintain in full force and affect all the insurance required by Exhibit "C" attached hereto and by this reference incorporated herein.

12. Covenants and Conditions.

Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

13. Termination.

At any time, with or without cause, the City shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to Consultant pursuant to Paragraph 20 of this Agreement. There shall be no period of grace after giving the notice of termination. Termination shall become effective immediately upon the giving of notice as provided in Paragraph 20 of this Agreement.

14. Effect of Termination.

Upon termination as stated in Paragraph 13 of this Agreement, City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law.

15. Ownership of Consultant's Work Product.

City shall be the owner of any and all computations, plans, correspondence, and/or other pertinent data and information gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

16. Taxpayer Identification Number.

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2000), as issued by the Internal Revenue Service.

17. Non-Appropriation of Funds.

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

18. Modification of Agreement.

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Consultant.

19. Use of the term “City.”

Reference to “City” in this Agreement includes City Manager or any authorized representative acting on behalf of City.

20. Notices.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed to each party’s designated representative as set forth above. When addressed in accordance with this paragraph, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

21. Permits and Licenses.

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

22. Waiver.

A waiver by the City of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

23. Governing Law.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.

24. Integrated Agreement.

This Agreement represents the entire Agreement between the City and the Consultant and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

In witness whereof, the Parties have entered this Agreement on the date last signed below (“Effective Date”).

Signatures Follow

CITY OF SAN BUENAVENTURA

[CONSULTANT NAME]

Name:
Title:

Name:
Title:

Date

Date

Name:
Title:

Date

Tax Identification Number

ATTEST:

By: _____
Antoinette M. Mann, MMC, CRM
City Clerk

City Budget and Account No. _____

APPROVED AS TO FORM
GREGORY G. DIAZ, CITY ATTORNEY
PER SBMC, SECTION 4.600.050
APPROVED AS TO FORM:
Gregory G. Diaz, City Attorney
Per Ordinance No. 2012-012, Section 4.600.050

1.17. PSA ATTACHMENT A

**STANDARD FORM PROFESSIONAL SERVICES AGREEMENT
(City of San Buenaventura and _____)**

SCOPE OF SERVICES

1.18. PSA ATTACHMENT B

STANDARD FORM PROFESSIONAL SERVICES AGREEMENT
(City of San Buenaventura and _____)

SCHEDULE OF COMPENSATION

1.19. PSA ATTACHMENT C – GENERAL INSURANCE REQUIREMENTS
STANDARD FORM PROFESSIONAL SERVICES AGREEMENT
(City of San Buenaventura and _____)
GENERAL INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONTRACTOR/SELLER/BIDDER (hereafter referred to as “Contractor”) must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

1. Coverage Types and Limits

<p>a) Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the contractor’s activities. Commercial General Liability (CGL) per Occurrence Commercial General Liability Aggregate or Combined Single Limit (CSL)</p>	<p>\$1 million \$2 million</p>
<p>b) Auto Liability for owned, hired, and non-owned vehicles per Occurrence (or non-owned & hired if contractor has no autos). Auto Liability Aggregate or Combined Single Limit</p>	<p>\$1 million \$2 million</p>
<p>c) Worker's Compensation <i>with a Waiver of Subrogation in favor of the City</i> Employer's Liability</p>	<p>Statutory Limits \$500,000</p>
<p>d) Crime/Employee Dishonesty Policy <i>The Crime policy shall name The City of San Buenaventura as Loss Payee. Pertains to IT and Financial contracts. Contact Risk Manager for specific requirements.</i></p>	<p>N/A</p>
<p>e) Professional Liability Policy <i>See item (v) below for examples of contractors that may need to supply evidence of this coverage.</i></p>	<p>N/A</p>
<p>f) Cyber Liability Policy with Network Security/Data Privacy Coverage <i>Pertains to contracts with IT component. Contact Risk Manager for specific requirements.</i></p>	<p>N/A</p>
<p>g) Technology E&O/Technology Professional Liability <i>Contact Risk Manager for specific requirements.</i></p>	<p>N/A</p>

2. Insurance Policy Provisions, Endorsements, and other Requirements

Contractor agrees to comply with the following additional requirements with respect to the insurance:

- a) Liability Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City. As such, a Primary and Non-Contributory Endorsement (with coverage at least as broad as ISO CG 2001 04 13) is required on all liability policies.
- b) Contractor waives its right of subrogation against the City. As such, a Waiver of Subrogation Endorsement is required on the Consultant's Worker's Compensation policy.
- c) A "Blanket" Additional Insured Endorsement (a/k/a "automatic additional insured endorsement"), attached to the Commercial General Liability policy covering premises liability, ongoing operations, product liability, and completed operations is required. If a "Blanket" endorsement is not available, Contractor may submit a combination of the following endorsements:
 - An Additional Insured Endorsement covering Premises and Ongoing Operations CG 20 10 04 13 or its equivalent (CG 20 26, CG 20 33, or CG 20 38) AND
 - an Additional Insured Endorsement covering Completed Operations CG 20 37 04 13.
- d) Insurance Policies must be issued by an insurance company licensed to do business in the State of California with an *AM Best* rating of not less than A:VII.
- e) Each insurance policy required above shall provide that coverage shall not be canceled except with 30 days' notice to the City.
- f) The Description section of the Certificate must include the following language:

The City of San Buenaventura, its officers, officials, agents, employees and volunteers shall be named as an additional insured under the General Liability and Auto Liability policies. All Liability policies are primary and Non-Contributory. Waiver of Subrogation applies to the Worker's Compensation policy. 30-day notice of cancellation will be provided to the Certificate Holder.

- g) A Certificate of Insurance must include the following language in the Certificate Holder section:

*City of San Buenaventura, its officers, officials, agents, employees
and volunteers
P O Box 99
Ventura, CA 93002*

- h) Contractor will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be submitted to the City within 10 days of renewal.
- i) Contractor shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance and any required endorsements evidencing all of the coverages required. Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.
- j) Contractor shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for any legal action between Contractor and City, between Contractor and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, officials, employees, agents, or volunteers.
- k) Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross-liability exclusion and no Contractor limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.
- l) Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury, and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but

covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverage.

- m) Coverage shall be written on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made” basis, Contractor shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated. Such insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement and shall cover Contractor for all claims made by City arising out of any errors or omissions of Contractor, or the officers, employees or agents of Contractor during the time this Agreement was in effect.
- n) Contractor shall require all sub-contractors or other parties hired by Contractor to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and submit evidence of all such insurance. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.
- o) No contract used by any Contractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Contractor shall provide City with all agreements with sub-Contractors or others with whom Contractor contracts on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.
- p) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Contractor, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Contractor pursuant to this Agreement.
- q) Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to

the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual, or entity designated as the address of the project or services provided for by this Agreement. Insurance coverage limits are subject to change based on the unique liability associated with each project over and above standard coverage limits at the discretion of the City's Risk Manager or their designee.

- r) Contractor shall provide immediate notice to City of any claim against Contractor or any loss involving Contractor that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.
- s) In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.

Please note:

- t) Automobile Liability insurance is not required if the Vendor and its employees does NO traveling in providing services for completion of the Agreement (e.g. telecommuting). If the Vendor has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage should be included in the Vendor's Commercial Auto Liability policy.
- u) Workers Compensation insurance is not required if the Contractor is a sole proprietor/partner/corporate officer with no employees. Otherwise, Worker's Compensation is required under CA Labor Code Section 3700. A Workers Compensation Insurance Waiver is required stating Contractor is a sole proprietor/partner/corporate officer with no employees. This waiver is to be included with the other submitted documents.
- v) Professional Liability may be required for the following types of contractors. These are only examples and not an all-inclusive list. Contact Risk Manager for clarification and requirements.

Examples:

Appraisers, notaries, imaging of records, EOC plan, Fair Housing assessments, trainers

Chemists, auditors, insurance agents and brokers, lawyers, laboratories, surveyors, building inspectors, traffic engineering services.

Ambulance services, actuaries, counselors, medical providers. Also includes engineers, architects, construction managers, hazardous materials evaluators, environmental impact evaluators. All IT related projects, contractors and consultants.

- w) Cyber Liability and Network Security/Data Privacy Coverage and Technology E&O/Technology Professional Liability coverage may be required in agreements that have an IT or data component. Contact Risk Manager for clarification and requirements.

1.20. EXHIBIT B – GENERAL PROVISIONS FOR STANDARD FORM CONTRACTS

**CITY OF SAN BUENAVENTURA
GENERAL PROVISIONS FOR STANDARD FORM CONTRACTS**

Please Read Carefully

These provisions are part of your Bid/Proposal/Quotation and any resultant Agreement.

Definitions:

- A. "Bidder" is any individual, partnership, or corporation that submits a bid, proposal, or quotation.
- B. "Bid," "Proposal," or "Quotation" shall hereafter be referred to as "Bid."
- C. "Assistant Finance Director" shall mean the Assistant Finance Director or designee.

The Bidder agrees that:

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done;
- B. Bidder understands the meaning, intent, and requirements of the items to be furnished or work to be done; and
- C. Bidder will enter into a written contract and furnish the item(s) or complete the work required in the time specified, in strict conformity with the specifications of the City of San Buenaventura ("City") for the prices quoted.

1. Prices:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written in with ink adjacent to the error. The person signing the bid must initial corrections in ink.

Bids shall indicate the unit price extended to show the total price for each item bid. Any difference between the unit price extended and the total price shown for all items bid shall be resolved in favor of the unit prices.

2. Bidder's Security:

A bid deposit in an amount equal to at least 10% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's check, a certified check made payable to the City, or a bid bond. If the bid security is a bond, it shall be executed by an insurer authorized to issue surety bonds in the State of California. The bid security must be executed by the Bidder and enclosed with the bid in the sealed bid envelope.

3. Faithful Performance Bond:

If required, the Bidder will furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond or deposit shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

4. Items Offered:

If the item offered has a trade name, brand, and/or catalog number, such shall be stated in the bid. If the Bidder proposes to furnish an item of a manufacturer or bidder other than that mentioned on the face hereof, Bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal."

5. Brand Names:

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these

standards by reference within the specifications. These specifications are not meant to limit the Bidder. They are guidelines to minimum qualifications. The Bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications, or where submitted literature does not fully support the meaning of the specifications, must be clearly cited in writing by the Bidder.

An equivalent (“or equal”) may be offered by the Bidder, subject to evaluation and acceptance by the City. It is the Bidder’s responsibility to provide, at Bidder’s expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the right to reject a substituted component that will not meet or exceed City specifications.

6. Samples:

Samples may be required for bid evaluation and testing purposes. Bidders agree to provide samples within forty-eight (48) hours upon request and at no additional cost to the City.

7. Verification of Quotations:

Prices must be verified prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

8. Firm Prices:

Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City shall receive the benefit of such decline.

9. Alternative Bids:

To be responsive, Bidder must submit a bid that meets all specific bid requirements. Once Bidder has proposed a product which is responsive to the specification, Bidder may include with the bid any additional bids or alternative products that Bidder believes can meet or exceed the City’s requirements and that may offer additional advantages, benefits, or cost savings. The City reserves the right to evaluate, and accept or reject, such alternatives as though they were part of the original specifications without advertising for further bids, when in the best interests of the City. Any awards so made will be based on operational and cost analysis considerations that would result in the optimum economic advantage to the City.

10. Confidential Information:

Any information deemed confidential or proprietary should be clearly identified by the Bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

11. Quality:

Unless otherwise required in the specifications, Bidder shall assume that all goods furnished shall be new and unused.

12. Tropical Hardwoods:

Bidder shall not provide any tropical hardwood items to the City.

13. Modification or Withdrawal of Bids:

Bids may be modified or withdrawn by written notice sent by regular U.S. mail or email and received by the Purchasing and Contracts Section of the City’s Finance & Technology Department prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder’s authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

14. Late Bids:

Bids received after the exact time and date specified for receipt will not be considered.

15. Mistake in Bid:

(a) If the Bidder discovers a mistake in the bid prior to the hour and date specified for receipt of bid, Bidder may correct the mistake by modifying or withdrawing the bid in accordance with Section 13 above.

(b) If prior to the issuance of a purchase order or a contract, the apparent low and best bidder discovers a mistake in the bid of a serious and significant nature which is unfavorable to Bidder, Bidder may request consideration be given to modify the bid if it remains the lowest, responsive, and responsible bid. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid closing. The decision of the Assistant Finance Director is final with regard to acceptance or rejection of requests for correction of bids.

16. Signature:

All bids shall be signed, and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee, or agent, and indicate his or her title.

17. Litigation Warranty:

The Bidder warrants that Bidder is not currently involved in litigation or arbitration concerning the materials or performance relative to the same or similar material or service to be supplied pursuant to this bid. Bidder further warrants that no judgments or awards have been made against Bidder on this basis. Disclosure to the City in the bid of pending litigation, arbitration, judgment, or award involving the same or similar material or service as to be supplied herein may disqualify the Bidder. The City reserves the right to consider the facts surrounding such disclosure and, in the event the bid is awarded to Bidder, to require Bidder to furnish the City with a surety bond pursuant to Section 2, above.

18. Royalties, Licenses and Patents:

Unless otherwise specified, the Bidder shall pay all royalties, license fees, and patent fees. The Bidder warrants that the materials to be supplied do not infringe any patent, trademark, or copyright, and further agrees to defend any and all suits, actions, and claims for infringement that are brought against the City, and to defend, indemnify, and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Bidder, or those furnishing materials to Bidder to meet the bid specifications.

19. Performance Standards:

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the City.

20. Warranties:

(a) All material, labor, or equipment provided under the contract shall be warranted by Bidder and/or manufacturer for at least twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by Bidder on the bid as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the goods or equipment provided by Bidder under this bid, regardless of whether Bidder is an agent, broker, fabricator, or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines.

21. Addenda:

Before submitting a bid, each bidder shall ascertain whether any addenda have been issued. Failure to cover in this bid any such addenda issued may render the bid non-responsive and result in its rejection.

22. Taxes:

The City is exempt from Federal Excise Tax. The City is liable for State, City, and County Sales Taxes.

23. Living Wage Requirements:

Bidder understands and agrees that if Living Wages are applicable subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code (the "Code") entitled, "Living Wages and Benefits for City Services" (a copy of which is available upon request), Bidder will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services required pursuant to the solicitation.

Moreover, Bidder will require any of its successors, assigns, and subcontractors who receive any compensation or other emoluments arising out of the performance of the services required to similarly pay and/or provide such wages and/or benefits to all of their employees engaged in whole or in part in performing such services.

24. Prevailing Wage Requirements:

Effective January 1, 2015, the payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to projects for alteration, demolition, repair, or maintenance work over \$15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.

For information, go to: <https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

Use of Prevailing Wages vs. Living Wages: In the event that there is a difference between the amount of wages to be paid under the City's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to the contract. **PLEASE NOTE, with respect to Federal contracts, other requirements may apply, in which case, the highest of the federal Prevailing Wage, state Prevailing Wage and local Living Wage prevails.**

It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

25. Conflict of Interest:

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

(a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment, or action in the performance of their official duties.

(b) Are negotiating for or have an arrangement concerning prospective employment with Bidder. The Bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the Bidder is to report it immediately to the Assistant Finance Director. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and Bidder may be subject to damages and/or debarment or suspension.

26. Gratuities:

The City may rescind the right of the Bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the Bidder, or any agent or representative of the Bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

27. Insurance:

Prior to commencement of the services required by this bid, the Bidder shall procure and maintain in full force and affect all of the insurance required by Attachment "A," attached hereto and incorporated herein by this reference.

28. Indemnification:

As a separate and independent covenant from BIDDER's obligations under Section 27 hereof, BIDDER shall indemnify, protect, defend with counsel acceptable to the CITY, and hold CITY and CITY's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to BIDDER's performance of its services pursuant to this Agreement. In the event CITY and/or any of CITY's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, BIDDER shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

BIDDER also understands and agrees that it is being employed to perform the services provided for by this Agreement because of BIDDER's professed expertise and experience in performing such services. In addition,

BIDDER understands and agrees that while CITY or CITY's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by BIDDER pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, BIDDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by BIDDER pursuant to this Agreement.

The BIDDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

29. Award of Contract:

(a) Bids will be analyzed, and award will be made to the lowest, responsive, and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City.

(b) The City reserves the right to reject any item or items.

(c) The City reserves the right to award one or more contracts on the bids submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.

Upon acceptance by the City, the solicitation, bid, price quotation, and a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Provisions.

30. Request for Proposal (RFP) Submittals:

The documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices, and other information will not be made public until the proposal is awarded. There will be no disclosure of any bidder's information to competing bidders prior to the award of the proposal. At that time, the executed contract and proposals will become public information.

31. Protests:

Protests by unsuccessful bidders to the selection for award shall be submitted in writing to the Assistant Finance Director no later than ten (10) calendar days from the date of the letter of notice. Failure to submit a timely written protest to the Assistant Finance Director shall bar consideration of such protest. The Assistant Finance Director shall consider the merits of the protest and make a determination that shall be immediately communicated to the protesting bidder. Any appeal concerning the determination of the Assistant Finance Director shall be submitted in writing to the Finance & Technology Director no later than five (5) calendar days after the original determination is communicated to the Bidder. The Finance & Technology Director shall hear the documented arguments of the protest and a written determination will be made and returned to the affected bidder(s). Determinations by the Finance & Technology Director concerning protests are final.

32. Documentation:

Due to the time constraints that affect contract performance, all required documents, certificates of insurance, and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in the bid being declared non-responsive and rejected, and at City's option, if a bid bond was required, it may be attached for damages suffered.

33. Document Ownership:

(a) All technical documents and records originated or prepared pursuant to this solicitation, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.

(b) All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this solicitation shall be the property of the City, and all patents or copyrights shall be assigned to City, unless otherwise agreed. Bidder agrees that City may make modifications to computer software furnished by Bidder without infringing Bidder's copyright or any license granted to City.

34. Advertisements, Product Endorsements:

City employees and agencies or organizations funded by the City are prohibited from making endorsements, either implied or direct, of their company, commercial products, or services, without prior written approval of the City Manager.

35. Optional Cooperative Purchase Agreement

It is intended that any other public agency (i.e., city, district, public agency, municipality, or state agency) located within California shall have the option to participate in any award made as a result of this bid. The City shall incur no financial responsibility in connection with purchase orders or contracts made by the Bidder with another public agency resulting from this bid. The public agency shall accept sole responsibility for placing orders and making applicable payments to the Bidder. The option shall not be considered in the bid evaluation.

36. City Provisions to Prevail:

The City’s General Provisions shall govern any contract award. Any standard terms and conditions submitted by Bidder may result in the rejection of the bid. To the extent not otherwise provided for by the contract documents, the California Commercial Code shall apply.

37. Invalid Provisions:

In the event that any one or more of the provisions of this bid shall be found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect and be enforceable.

38. Lawful Performance:

Bidder shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this solicitation. In addition, all applicable permits and licenses required shall be obtained by the Bidder, at Bidder’s sole expense.

39. Venue:

This agreement shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in the Superior Court of California, County of Ventura.

40. Small Local Business Purchasing Preference:

In determining the lowest responsible bidder for any city purchase of goods or public works construction contract that is for \$250,000 or less, and when responsibility and quality are equal, a credit of five percent (5%) of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a “Small Local Business,” as defined in Attachment “B.”

Certification: Should Bidder meet the requirements of a Small Local Business, Attachment “B” must be completed and returned with a valid and authorized quotation.

**APPROVED AS TO FORM
PER SBMC, SECTION
4.600.050
Gregory G. Diaz, City Attorney**

**1.21. EXHIBIT C - REQUEST FOR PROPOSAL P-13000479
AUTHORIZATION SHEET**

1. Price, terms and any other conditions quoted shall remain valid and in effect from bid closing date to _____.

2. This is to certify that I have carefully reviewed the City of San Buenaventura's Proposal Terms and Conditions and attached specifications on REQUEST FOR PROPOSAL NO. P-13000479 CITY COUNCIL CHAMBERS – AUDIO/VISUAL SYSTEM and have clearly indicated in writing any exceptions my firm is making to these specifications. Therefore, I, the undersigned, hereby agree to both furnish and deliver the Proposal in this quotation complete as specified, if awarded, within the time specified and at the price quoted therein and without any additional charges to the City of San Buenaventura.

COMPANY NAME

PHONE NUMBER FAX NUMBER

COMPLETE MAILING ADDRESS

EMAIL ADDRESS

NAME AND TITLE OF AUTHORIZED COMPANY OFFICIAL

SIGNATURE DATE