



City of
Los Banos
At the Crossroads of California

**REQUEST FOR PROPOSALS
FOR
CITY COUNCIL CHAMBERS AUDIO AND VISUAL
SYSTEM UPGRADE**

City of Los Banos
520 J Street
Los Banos, CA 93635
(209) 827-7000

Release Date
May 26, 2017

Contact Person:
Rick Spalding, IT Director

Deadline for Submissions
July 3, 2017 at 3:00 P.M.

REQUEST FOR PROPOSALS

Information Technology Department Audio and Video Solution Upgrade

RELEASE DATE: May 26, 2017

CLOSING DATE/TIME: July 3, 2017 at 3:00 P.M.
*All proposals must be received by the closing date and time.
Faxed, emailed, and postmarked materials will be not accepted.*

CONTACT PERSON: Rick Spalding, IT Director
209 827-7000 ext 154
rick.spalding@losbanos.org

City of Los Banos
520 J Street
Los Banos, CA 93635

Hours: Monday – Friday 8:00AM – 5:00PM

I. Introduction

The City of Los Banos invites qualified vendors to submit responses to this request for proposal (RFP) for upgrades to the audio and visual (A/V) system in our City Council Chambers. Through this RFP, the City is seeking a qualified firm to upgrade the City's current Council Chambers with upgraded audio and visual system equipment and supporting infrastructure that will replace the current presentation and broadcasting equipment.

II. Project Background

The City of Los Banos is located in the Central/West San Joaquin Valley within Merced County. The population is approximately 39,000. The City Council Chambers located in Los Banos City Hall at 520 J Street, is the facility where elected officials, City staff, and the public meet to conduct official City business including City Council Meetings and other City Council functions; City Commission and Committee Meetings; Poling Place for Elections; Los Banos Unified School District Board Meetings; City Department Meetings, Trainings, and Programs; Other Government Agency Meetings; City sponsored and co-sponsored programs; and Town meetings by local, state, and federal representatives. Background information on the City including the current and past budgets can be found on the City's website at www.losbanos.org

The Council Chambers itself has an octagonal layout, measuring approximately 42 feet from one wall to its opposite wall. The room includes an elevated dais for the City Council located at the south end of the room with seating for seven (7). Also included in the room are two staff desks at the east end of the dais with seating for three, two staff tables at the west end of the dais with seating for five, and a podium directly in front of the center of the dais. Audience seating begins behind the podium. The audience seating area has room for 60 people.

The existing A/V control equipment is located in a closet area adjacent to the Council Chambers, as well as at console area at the rear of the Council Chambers. The City is considering relocating the equipment at the console area to a separate closet space near the A/V closet area, as this would minimize A/V staff working within the Chambers and allow for better utilization of space within the Council Chambers.

A diagram showing the existing A/V equipment, including makes and models of components, is attached to this document as Appendix C.

III. Technical Requirements

A. Existing Solution – Pictures



View from the entrance from the Chambers (in the City Hall lobby), including dais, staff tables (partial), audience seating, and A/V console (partial). One of two Sony cameras, equipment at the A/V console, and two of three large-screen TV sets are visible.



View from east end of the Chambers, including dais (partial), staff tables, speaker's podium, and audience seating (partial). One of three large-screen TV sets is visible.



View from west end of the Chambers, including audience seating, speaker's podium, staff desks, dais, staff tables (partial). Two of three large-screen TV sets, Elmo projector, flush-mounted microphone at dais seats, and one stand-alone microphone at a staff table seat is visible.



View from the center seat at the dais toward the rear of the Chambers, including audience seating and speakers podium. Two Sony portable cameras, a monitor showing the microphone configuration, and small monitors at the dais seats are visible.



Equipment in the A/V closet.

B. Existing Solution – Functionality

The following services are currently provided by the A/V system in the Council Chambers. The eventual replacement is to provide these services, or enhanced services as noted. A diagram showing the existing A/V equipment, including makes and models of components, is attached to this document as Appendix C.

1. Audio amplification of activity is provided in the Chambers from overhead speakers. Audio is captured by an existing BeyerDynamic microphone system with eight microphones flush-mounted on dais desks (7) and the speaker's podium (1). Seven additional stand-alone microphone units are at the staff tables (6) and staff desk (1) adjacent to the dais. One wireless microphone is available, and its transceiver is plugged into the microphone system. Software on a computer at the dais center seat controls which microphone(s) is/are currently enabled, and individual seats can be configured with timers that automatically turn off a microphone, as well as not timed.
2. Seven video feeds are used by the system:
 - a. laptop computer at the staff desk for presentations
 - b. overhead projector at the staff desk for presentations
 - c. wall-mounted fixed camera at the rear of the chambers capturing the dais

- d. DVR to broadcast a television signal
 - e. two Sony portable cameras for shots of speakers at the dais and staff tables
 - f. wall-mounted pan-tilt-zoom camera behind the dais capturing the speaker at the podium.
3. Audio and video during meetings can be broadcast over the Government Channel feeds (AT&T U-verse and Comcast PEG feeds through existing equipment provided by AT&T and Comcast, Web site government channel, and YouTube channel).
 4. The existing streaming server, purchased from Synergy Broadcast Systems, provides audio and video during meetings over the Web site government channel and YouTube channel. This server also provides an archive of past City Council meetings is available for on-demand viewing over these two services.
 5. Audio and video during meetings is recorded to the encoder server, purchased from Synergy Broadcast Systems.
 6. Recorded meetings can be scheduled for re-broadcast over the Government Channel feeds. The server that manages this service runs the Synergy Broadcast Systems Video Library Manager software on an existing broadcast server purchased from Synergy Broadcast Systems
 7. Video can include a textual overlay on all inputs to include multiple lines of text (title of meeting, date, informational messages, etc.). The overlay can be enabled and disabled throughout the meeting.
 8. When a live meeting is not broadcast, or when a scheduled meeting is not set to broadcast, a PowerPoint show (video only, no audio) is broadcast to the Government Channel feeds. The server that supports this PowerPoint show sends a composite feed (using S-video) to the A/V switch.
 9. A television in the lobby immediately outside the Council Chamber airs a feed from Comcast of the Government Channel. This television is often used by overflow audience, or audience who do not wish to be in the Chambers. Staff also uses the television to ensure that the A/V system is sending a quality feed of the live meeting to Comcast. There is a significant delay between the live activity and when it is broadcast to the Comcast channel, so the audio of the television is muted to avoid an “echo” situation.

IV. Technical Requirements

1. Services described under III. Technical Requirement, B. Existing Environment – Functionality that are not stated below, or are not identified for upgrade below, will continue to be available.
2. Audio requirements:
 - a. Audio can be captured by the recording system and broadcast over the Chambers overhead speakers and to the live Government Channel feeds.
 - b. System audio volume can be adjusted at the console.
 - c. Each dais seat will have an individual station which has a gooseneck microphone, a mix-minus loudspeaker, and a vote register for the vote under consideration. The system can tally the vote for the record.
 - d. Each staff seat will have the same audio capability, but will not have Yes/No/Abstain voting buttons.

- e. Audio is configured to minimize distortions such as feedback, buzzing, humming, crackling, and general poor quality.
 - f. All dais and staff microphones should have a mute button to drop voice recording without releasing permission to speak.
 - g. The microphone system will allow individual microphones to be configured with a timer to be active or not active throughout the meeting, as configured by dais center seat.
 - h. One or more displays will show remaining time for the podium speaker. The displays will be clearly visible to the speaker, audience, and dais seats.
 - i. Appropriate hearing assistance units are to be included to comply with ADA requirements.
 - j. Additional audio inputs will be available in the microphone system for separate microphones, computers, and other devices.
 - k. Additional audio feeds will be available for press or additional loudspeakers.
3. Video requirements:
- a. The video broadcast within the Chambers, over the live Government Channel feeds, and recorded provides a clear and high-definition picture
 - b. All cameras are to transmit SDI or HD-SDI output.
 - c. All cameras are to be discretely mounted on walls or ceilings.
 - d. All cameras are to be equipped with remote operator-controlled pan-tilt-zoom capabilities. Cameras used for individual speakers will have presets to allow selection by name or seating position.
 - e. All cameras will have zoom-in capabilities to allow a clear view of an individual speaker as well as zoom-out capabilities for a wide-angle view
 - f. All video inputs will be visible on a monitor at the console to allow the operator to view and adjust the picture before it is broadcast.
 - g. All video sources will connect directly to the production switch.
 - h. Switch should have internal titling, capability for logo insertion, picture-in-picture mode and PIP location. Cross fades, and various fades and transitions are also to be included.
4. Each dais seat will have a touch panel which can display the outbound video, and a video channel dedicated to the staff. This panel may be a tablet computer and would allow the member to look up a document online.
5. Any changes to the format of the audio and video services are compatible with the AT&T and Comcast broadcast equipment. If necessary, coordinate the upgrade of equipment provided by AT&T and Comcast to allow the continued broadcast of the Government Channel programming.
6. The existing streaming server can accept input from new audio and video feeds, or the existing streaming server shall be replaced with a device that provides equivalent functionality.
7. Any changes to the format of the audio and video services will be compatible with the existing encoder server. If necessary, modify the encoder server software or hardware to allow the recording of audio and video. Optionally, propose a new solution to record the audio and video during meetings with equivalent functionality.
8. Any changes to the format of the audio and video services will be compatible with the existing playback broadcast server. If necessary, modify the playback broadcast

- server software or hardware to allow the broadcast of the recorded audio and video program. Optionally, propose a new solution to broadcast the audio and video during meetings with equivalent functionality.
9. The existing server that supports the ongoing PowerPoint presentation over the Government Channel can continue to send its video to the Government Channel, or that the new solution includes a device that can broadcast a PowerPoint show over the Government Channel.
 10. Replace the existing television in the City Hall lobby with a 50-inch display, allow the television to have a live feed from the A/V system (for general viewing) in addition to a feed from Comcast (to confirm the proper signal being sent from the A/V system).
 11. Replace the existing large-screen televisions by the dais with 80-inch displays.

V. Scope of Services

The scope of services for this project is as follows:

A. Design

During the negotiation portion of the RFP process, before the contract is awarded, the City and the preferred vendor will identify any desired options or minor modifications of the proposal that will best meet the needs of the City. The negotiated solution, along with a timeline for the acquisition of the solution, installation, and deployment, will constitute the Scope of Services for this project. The awarded vendor will be responsible for ensuring that the negotiated solution meets all requirements noted in this RFP.

B. Deployment

The vendor awarded this RFP will be responsible for all efforts and expenses involved with the deployment of the identified solution. All costs associated with the deployment of the solution are to be identified in the negotiated solution.

C. First-year Support Requirements

All components of the solution are to be supported at no added cost for a minimum of one year by the successful vendor, starting at the date that the entire solution is accepted by the City. This support includes repair and/or replacement of all equipment, mounting hardware, wiring/cabling, and other devices or infrastructure purchased and/or installed as part of this project that fails from any cause.

VI. Proposal Format

To facilitate the review of proposals, all proposals are required to adhere to the following requirements. The City strongly encourages proposers to ensure that RFP submissions are succinct and clearly organized. The RFP proposal must be written and organized in the exact order of each line item A-I below. If the proposal is not in this format or does not include all of

the listed items, it may be deemed non responsive. For ease of handling, all responses are to be provided in a standard 8 ½” x 11” portrait format with binding on the left hand edge.

- A. Cover Letter.** Provide a letter of introduction signed by an authorized representative.
- B. Name, Title, and Contact Information.** Include the name of the person or persons who will be authorized to make representations on behalf of the vendor, with all contact information.
- C. Company History.** Provide years in business and overview of products and services offered by your company. Provide how many full-time employees the company currently employs and whether or not your company sub-contracts with other companies.
- D. Qualifications and Experience.** Provide the qualifications of the vendor and its specialized experience and technical competence that qualify it to provide the services required. Provide the names and qualifications of outside consultants and associates that will be employed to assist on the work to be performed under your proposal.
- E. References.** Provide a list of names, addresses and telephone numbers of at least five (public sector preferred) clients for which the vendor has successfully completed similar projects to that required by this RFP within the past five years. A brief synopsis should be included on at least three customers currently utilizing equipment and systems similar to those required in this RFP. Include a description of the projects, hardware installed, and the contact name and information of the customer.
- F. Description of Proposed Solution.** Provide detailed information related to your proposed solution and how it will meet the needs of the City. Your proposed solution is to identify and describe all hardware, software, wiring/cabling, and other components necessary to satisfy the requirements identified above.

Provide information on what resources the City of Los Banos would provide to operate your proposed solution, including staff with identified skills and qualifications. Provide specifics on the equipment specifications and why you have selected or recommend the equipment specified and/or quoted.

Identify any unique or distinctive features in your product or services that differentiate your product or services from other vendor’s solutions.

- G. Training.** Include costs to train City IT staff on the operation of the solution. Training should also provide a sufficient overview of the configuration of the components of the system to allow City IT staff to troubleshoot any problems or tune any components for maximum performance.
- H. General Comments.** Comment on any aspect of the RFP including, but not limited to, the technical requirements and scope of work as detailed above. The proposed solution is to be described fully, including how the components of the solution adhere to all requirements noted above.

- I. Project Schedule.** Provide a proposed project schedule of time frames, milestones, for completion of the project. Project schedule must include a specified time frame for delivery of the hardware. At a minimum, the tasks identified above in each phase should be noted showing the timeframe for completing each task and identifying which staff and/or subcontractor will complete the task.
- J. Project Pricing.** Pricing shall be *enclosed in a separate sealed envelope*. Include itemized line item pricing for this project, anticipated tasks and/or deliverables. Also include in the proposal the anticipated payment schedule, such as the amount due at the start of each phase, amount due at the completion of identified deliverables provided during each phase, or the amount due at successful completion of each phase. The proposed quote for project pricing should include all anticipated expenses for all efforts, equipment, and services associated with documentation, design, hardware, configuration, deployment, and support for the first year. The City will retain ten per cent (10%) of fees billed at the completion of each milestone until final acceptance of the deliverables.

1. First Year Support

Describe if the proposed system includes first year support, maintenance, and updates of the hardware by the vendor to begin upon system acceptance. If not included in base price, provide associated costs in the project pricing line item above.

2. Ongoing Support

Describe in detail the level of support provided for repairs to any components or infrastructure that would fail. Include response times, name and address of repair site, and location of responding technicians (if a repair response is the best solution to be handled at the Chambers). If parts are needed, include time frame when parts are shipped to our facility. Provide information on the parts related to our project that you regularly stock. Include support days and hours available and if vendor provides and a toll-free number for support.

3. Hardware Updates

- a) The vendor shall describe its hardware update or upgrade policy.
- b) Will the City incur any costs to the vendor to implement updates?

4. Annual Maintenance

Provide a quotation for maintenance of the solution for four years following expiration of the first year warranty period. Describe the particulars concerning this maintenance including, if applicable, remote problem diagnosis and correction as well as on-site problem correction and response time. Include a sample Maintenance Contract and include what calculation you utilize to determine the cost and what payment schedule you require.

J. Warranty, Manufacturer. Manufacturer shall fully warrant all materials and equipment furnished under the terms of this Proposal against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations. A copy or description of the manufacturer's warranty shall accompany each Proposal for the material and equipment proposed, detailing the scope and length of the warranty.

K. Warranty, Vendor. Successful Vendor shall fully warrant all materials, equipment, and installation furnished under the terms of this Proposal against poor and inferior quality, for a period of not less than *one (1) year* from date of the final acceptance by the City. While under warranty, successful Vendor shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations.

VII. Evaluation Criteria

Based upon the responses to the RFP, the City may interview any or all of the vendors and/or award the contract without conducting interviews. The successful vendor will be required to enter into a contract with the City, including insurance/indemnity requirements.

Please see the Standard Insurance as set forth in **Attachment A**.

The selection process, including the interview, will focus on:

1. The proposed solution;
2. Ability to provide responsive customer service;
3. Clarity of proposal, completeness and inclusion of requested information;
4. Technical capabilities;
5. Reference checks;
6. Professional nature of firm;
7. Demonstrated municipal government experience;
8. Ability to present materials that can be understood by technical and non-technical staff;
9. Qualifications and experience of the firm and staff assigned to provide support;
10. Past performance and level of support of the firm;
11. Professional standing and financial stability of the firm;
12. Feasibility of the proposal(s) based upon the proposed scope of service; and
13. Cost effectiveness.

All interested parties are encouraged to submit proposals as the award is not based solely on lowest cost proposal submitted. Total cost will be taken into consideration, but the solution and the vendor's capabilities, competence and capacity will be considered as well. The City reserves the right to choose the vendor whose proposal best meets the needs of the City. The City of Los Banos, and its designated representatives, shall be the sole judge of its own best interest, and the proposal most advantageous to the City. The City's decisions will be final.

The project lead person and team will be required to be present at the interview and presentation. The above factors, along with other factors that the City may deem appropriate, will be used to

identify the proposal that represents the best value, which will be the basis for the contract award.

A contract award may be made to the responsible proposer whose proposal will be best for the City considering evaluation factors outlined above. All proposers participating in the process shall be notified in writing of the successful award. The proposer whose proposal in the sole discretion of the City will be best for the City shall be selected for contract negotiation. If agreement cannot be reached with the first proposer, the second choice proposer (and then the third and so on) will be contacted with the first choice proposer (or other proposers, in order) dismissed from further consideration on that particular project.

Proposals shall be valid for a minimum of 90 days following submission.

VII. Key Action Dates/Timeline

Release of RFP: May 26, 2017

Required Vendor meeting: June 9, 2017 at 10:00am

Deadline for Receipt of Questions: June 12, 2017 at 5:00pm

Last day for addendum and changes to RFP: June 19, 2017 at 2:00pm

Deadline for Receipt of Proposals: July 3, 2017 at 3:00 P.M.

Vendor Interviews: July 24 - 28, 2017

Approximate Contract Award Date: September 6, 2017

Target completion date for project: December 31, 2017

VIII. General Terms & Conditions

Public Record: Proposer's attention is drawn to the fact that all proposal documents submitted are subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.). Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially placed on the City Council agenda for consideration, and/or following award of contract, if any, by the City Council.

Additional Information: The City reserves the right to request additional information and/or clarification from any or all Proposers.

Proposal Acceptance and Rejection: The City reserves the right to reject any and all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract. The City reserves the right to call for new proposals, and to award the contract to other than the lowest cost proposal if deemed to be in the best interest of the City.

Right to Cancel and Amend: The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Proposers will be notified in writing.

Collusion: Each Proposer certifies that the company, its officers, employees and/or agents are not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The Proposer certifies that the company, its officers, employees and/or agents have not offered or received any kickbacks or inducements from any other bidding Proposer, supplier, manufacturer, or subcontractor in connection with the proposal and that the company, its officers, employees and/or agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all bids shall be rejected if there is any reason to believe collusion exists among the bidding Proposers. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidding Proposer has interest in more than one proposal for the work being proposed may result in rejection of all bids in which the bidding Proposer is believed to have interest.

Debarment: By submitting a proposal, the Proposer certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California.

Limitation: The Request for Proposals (RFP) does not commit the City of Los Banos to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP. The City will not reimburse the respondents to this RFP for costs incurred in the preparation of their proposal or in any other aspect of their consideration of this engagement. A respondent may withdraw and resubmit a proposal prior to the submission deadline. No re-submissions will be allowed after the submission deadline.

Project Meeting: There will be a mandatory project meeting of vendors to discuss this RFP and to provide a review of the existing Council Chambers A/V system on June 9, 2017 at 10:00am PDT at Los Banos City Hall, 520 J Street, Los Banos CA 93635. Vendors will be given an opportunity to inspect the existing system (including components, wiring pathways, electrical outlets and capacity) and will be allowed to submit questions regarding the RFP. Any questions regarding the RFP shall be asked at this meeting. Questions may also be sent to Rick Spalding (rick.spalding@losbanos.org) prior to this meeting. Questions regarding this RFP will not be accepted after June 12, 2017 at 5:00pm.

Modification of Scope: The City reserves the right to modify the contents of this document up to ten days prior to the opening of proposals.

Questions and Inquiries: The City will not give verbal answers to inquiries regarding information in this RFP, or verbal instructions prior to the submission deadline. A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased costs resulting from the Vendor accepting verbal directions. Any explanation desired by a Vendor must be requested of the City representative in writing not later than 5:00pm June 12, 2017, and if explanation is necessary, a reply shall be made in the form of an addendum, a copy of which shall be forwarded by June 19, 2017 at 2:00pm by email to each Vendor who attended the mandatory Vendor Meeting.

Award: The firm/entity selected may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. The City reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.

Insurance: The consultant shall maintain in full force and effect the insurance as outlined in **Attachment A**. The City reserves the right to waive or modify such insurance coverage. However, vendors and/or consultants meeting the insurance requirements will receive greater consideration during the selection procedure. All insurance shall be evidenced by a Certificate of Insurance and endorsement acceptable to the City Attorney, prior to execution of a contract. The vendor and/or consultant shall state their ability to meet the City's insurance requirements within their submittal.

Signature: The vendor and/or consultant's RFP response shall provide the following information: name, title, address and telephone number of individuals with authority to bind the service provider and also who may be contacted during the period of proposal evaluation.

Contract Requirements: The selected proposer shall be required to enter into a city-prepared Professional Services Agreement approved by the City Attorney. Proposers shall be prepared to accept the terms and conditions of the City's Standard Professional Services Agreement including all Insurance Requirements. The successful Proposer's bid and the terms and conditions stated in this RFP will be made part of the contract between the City of Los Banos and the Proposer. This RFP outlines the specifications and requirements, but not necessarily all of the terms and conditions that will be incorporated into the final agreement between the City of Los Banos and the successful Proposer. See Attachment B.

Business License: The successful proposer that is awarded the contract will be required to apply for and obtain a business license in accordance with the Los Banos Municipal Code.

Materials and Equipment: All materials and equipment shall be new and of merchantable grade, free from defect. No substitutions shall be permitted from the original specifications unless the Vendor obtains prior approval. If the item proposed differs from these specifications, Vendor shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

Damage to Existing Equipment or Fixtures: Damage to existing equipment or fixtures by the Vendor, in the performance of his work, shall be replaced or repaired and restored to original condition by the Vendor.

Coordination of Work: All work schedules, actual work and payment request shall be coordinated through, inspected by and approved by the IT Department prior to scheduling of project so that any interruption to the normal business operation is kept to a minimum.

Inspection: All material and workmanship shall be subject to inspection, examination and test by the City at any time and all times during which manufacture and/or installation and/or deployment are carried out. The City shall have the right to reject defective material and workmanship or require its correction.

Prevailing Wage: The selected contractor must comply with all prevailing wage laws applicable to the project as set forth in the proposed for of contract.

IX. Submission Instructions

Five (5) bound copies (paper) of the proposal shall be submitted as well as (1) unbound copy capable of reproduction. Please label each copy "Proposal for City Council Chambers Audio and Visual System Upgrade". Proposals shall be *placed in a sealed envelope or similar secure enclosure* with the outside clearly marked "Proposal for City Council Chambers Audio and Visual System Upgrade". Proposals must be submitted via mail, courier, or in person. No faxed, emailed or postmarked submittals will be accepted. Proposals should be delivered/mailed to:

Lucy Mallonee
City Clerk
City of Los Banos City Hall
520 J Street
Los Banos CA 93635

Proposals are due by July 3, 2017 at 3:00 P.M. *All Proposals must be received by the closing date and time.* Late proposals will not be accepted. Proposals received after the time of closing will be returned to the Vendor unopened. Vendors mailing their proposal package must allow sufficient time to ensure receipt of their package by the time specified. It is the responsibility of the Vendor to ensure that the proposal package arrives at the **City Clerk's Office** by proposal opening date and time as specified. Proposals mailed through the U. S. Mail will be considered responsive only if received by the City Clerk prior to the proposal opening time.

Attachment A

Standard Insurance Requirements

Vendor and/or Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Vendor and/or Consultant's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City.

In order to comply with the bonding and insurance requirements contained in your contract with the City of Los Banos there are several things that we require. It is our intent to facilitate consideration of every project, so we are including here a **summary** checklist for your convenience.

All bonds and insurance requirements need to be complete and submitted prior to your contract being approved.

I. GENERAL

A. Send these requirement sheets to your insurance broker for immediate compliance.

B. NO CONTRACTS WILL BE APPROVED UNTIL ALL BONDS AND CERTIFICATES ARE IN ORDER.

C. New and renewal Certificates and endorsements must reference a specific job. "All Operations" certificates are not acceptable.

D. All contractors and subcontractors working on a project or jobsite must meet the same insurance requirements you do, prior to starting work on the project or site.

E. All insurance companies must have an AM Best rating of A:VII or better.

F. Any deductibles must be declared to and approved by the City.

G. All insurance coverage, with the exception of Professional Liability coverage must be written on a full "per occurrence" basis.

H. A 30-day cancellation notice is required, and written or modified to a form that binds the insurer to provide it. For non-payment of premium, a 10-day notice is acceptable.

I. Expiration dates are required on all certificates.

J. All Bonds and Certificates must have an original signature.

II. SPECIFIC COVERAGE

A. BONDING

Faithful Performance (Completion) Bond – (CONTRACT AMOUNT)

Payment, Labor and Materials Bond – (CONTRACT AMOUNT)

Provide a current company profile from the California Department of Insurance website stating the Surety Company is an admitted insurer in the State of California (insurance.ca.gov).

B. GENERAL LIABILITY/AUTOMOBILE LIABILITY

C. GENERAL LIABILITY

(\$2,000,000) per occurrence (\$4,000,000) general aggregate

AUTOMOBILE LIABILITY

(\$1,000,000) per accident

D. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000).

E. Professional Liability – If the contract includes legal, medical, architectural, engineering, IT, planning and other general consultant services, then Professional Liability coverage is required.

F. The consultant and its contractors and subcontractors shall secure and maintain in full force, during the contract term professional liability insurance policies appropriate to the respective professions and the work to be performed as specified. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim and in the aggregate. If requested by the City, the consultant's insurer must provide a complete, certified copy of the professional liability insurance policy.

III. ENDORSEMENTS

A. The GENERAL LIABILITY AND AUTOMOBILE LIABILITY policies are to be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and agents are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an **Additional Insured endorsement** (CG 20 10 11 85 or equivalent) to the contractor's insurance policy, or as a separate owner's policy.

2. There must be an **endorsement** indicating that coverage is primary and non-contributory with respect to additional insureds.

3. There must be an **endorsement** that includes a severability of interest clause. (cross liability).

4. Where applicable, the General Liability policy shall contain an endorsement or provision stating that such insurance applies to the liability assumed by any subcontractor. (Owners and Contractors Protective)

5. The General Liability coverage shall be at least as broad as ISO form CG 00 01 (ed. 10/01).

6. The auto coverage shall be provided for owned, hired, and non-owned autos.

7. The auto coverage shall be as broad as ISO form CA 00 01.

B. The WORKERS COMPENSATION/EMPLOYERS LIABILITY policy must contain an endorsement with a waiver of subrogation in favor of the City of Citrus Heights for all work performed by the contractor, its employees, agents and subcontractors.

C. Acceptance of any bond, certificate of insurance, or endorsement showing proof of insurance required by your contract does not constitute approval or agreement by the City of Los Banos that the insurance requirements have been met or that the bond or insurance policies referenced on any certificates and endorsements are in compliance with your contractual requirements

ATTACHMENT B

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Performance of Services/No Assignment.** Time is of the essence in performance of the Services. Consultant represents to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Except as specifically authorized under this Agreement, the services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City.

2. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the “Indemnified Parties) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney’s fees, disbursements and court costs) of every kind and nature whatsoever, which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Agreement (including the negligent and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, Consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney’s fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant’s performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City’s option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

3. **Independent Contractor.** It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant’s employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the work, provided that Consultant is

in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

3.1 The Consultant shall at all times remain an independent contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker's Compensation Insurance for the employees of the Consultant or any other person performing services under this Agreement. Consultant and its employees are not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Consultant agrees to indemnify and hold City harmless from any claims, costs, losses, fees, penalties, interest, or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section.

4. **Insurance.** Unless otherwise agreed, without limiting Consultant's indemnification of City, and prior to commencement of work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and in a form satisfactory to City.

A. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City Attorney prior to commencement of performance or issuance of any permit. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

B. **Signature.** A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies.

C. **Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Attorney.

D. **Coverage Requirements.**

i. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

ii. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01,

in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Consultant's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

iii. Automobile Liability Coverage. Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident. If Consultant owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

iv. Professional Errors and Omissions Insurance. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. The cost of such insurance shall be included in Consultant's bid.

E. Endorsements. Each general liability and automobile liability insurance policy shall either include or be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.

ii. This policy shall be considered primary insurance as respects to City, its elected or appointed officers, officials, employees, agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Consultant's operations or services provided to City. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and not contributory with the insurance provided hereunder.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, agents and volunteers.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, or canceled, by either party except after thirty (30) calendar days (10 calendar days written notice of non-payment of premium) written notice has been received by City.

5. **Ownership of Documents.** All documents, information and materials of any and every type prepared by the Consultant pursuant to this Agreement shall be the property of the City. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing work under this Agreement, whether completed or in process. The Consultant shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) that are not related to the scope of services described under this Agreement.

6. **Confidentiality.** All City information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by City, or required by law. All documents, including drafts, preliminary drawings or plans, notes and communications that result from the services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information.

7. **Intellectual Property Indemnity.** The Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in Consultant's drawings and specifications provided under this Agreement.

8. **Access to Records.** Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses relate to such access and inspection activities, which shall be considered to be an additional service to the City, subject to the provisions of Section 4 hereinabove.

9. **Conflict of Interest.** The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

If subject to the Act, Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

Consultant warrants that neither Consultant, nor any of its employees, agents or subcontractors, has a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest, which would conflict in any manner with the performances of services hereunder.

10. **Nondiscrimination.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

11. **Termination.** In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of seven (7) calendar days, or if more than seven (7) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within seven (7) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

Notwithstanding the above provisions, City shall have the right, at its sole discretion and without cause, to terminate this Agreement at any time by giving seven (7) calendar days prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

12. **Waiver.** A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character. The acceptance by the City of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

13. **Amendments.** This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

14. **Controlling Law and Venue.** City and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of or otherwise relating to this Agreement shall be filed and maintained in the County of Merced.

ATTACHMENT C

CITY OF LOS BANOS COUNCIL CHAMBERS

EXISTING AUDIO-VIDEO CONFIGURATION

