



REQUEST FOR PROPOSAL RFP P33-18/19

Notice is hereby given that proposals will be received until Thursday, May 9, 2019, 5:00 p.m. Pacific Standard Time (PST).

Proposal is to furnish the City of Chula Vista Police Department with:

Dispatcher/Call Taker Ergonomic Consoles

Prospective respondents are hereby referred to the proposal instructions, general provisions, specifications, and terms and conditions contained in this request for proposal.

All responses must be submitted through PlanetBids before the date and time identified in this RFP. RESPONSES WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME.

Questions related to the proposal, must be uploaded through PlanetBids by 3:00 p.m. PST Monday, April 29, 2019. The City will make every attempt to answer questions as they are posted. Responses will be posted to PlanetBids by 5:00 p.m. PST Thursday, May 2, 2019.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS RECEIVED, ANY PORTION OF ANY PROPOSAL, AND TO WAIVE ANY IRREGULARITIES OR INFORMALITIES IN PROPOSALS OR THE RFP PROCESS.

Victor De La Cruz
Procurement Services Analyst

Date: April 12, 2019



The City of Chula Vista (City) is requesting Proposals from qualified vendors to provide **Dispatcher/Call Taker Ergonomic Consoles** as specified in this RFP.

Estimated Proposal & Product Delivery Timeline

Pre-Proposal Meeting: Wednesday, April 24, 2019 at 10:00 a.m. PST

Questions to be submitted by Monday, April 29, 2019 at 3:00 p.m. PST

Proposal Deadline: Thursday, May 9, 2019 5:00 p.m. PST

Estimated date product needs to be delivered by September 2, 2019.

SECTION I: GENERAL INFORMATION

This request solicits proposals to furnish the Chula Vista Police Department 9-1-1 Emergency Communications Center, herein after referred to as the "Department", with a Dispatcher/Call Taker ergonomic console solution for use in a 24/7 9-1-1 Emergency Communications Environment, herein after referred to as "consoles". Specifications and Technical requirements describing the requirements of the consoles can be found in Section IV of this document. It is the Department's intent to select the most suitable solution based on responses to this RFP.

This RFP is intended to describe the Department's minimum requirements and response format in enough detail to secure comparable proposals. However, Proposers are not precluded from submitting proposals that differ from the described specifications; provided, however, that any proposal from a vendor that does not meet requirements may be rejected as non-compliant. Any exceptions to specifications should be clearly noted and will be considered as they apply to the overall interest of the Department.

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the vendor, shall be included in the proposal.

Any material submitted by a Proposer shall become the property of the City unless otherwise requested at the time of submission. Any material considered confidential in nature must be so marked.

The Department reserves the right to reject any and all proposals resulting from this RFP.

The Department is not liable for any cost incurred by Proposer prior to the issuance of a purchase agreement for the proposed ergonomic dispatch consoles and will not pay for information solicited or obtained.

SECTION II: PROPOSAL INFORMATION

Response must include the following information:

Proposer must submit a response through PlanetBids before the date and time identified in this RFP. The proposal must follow the format as defined in this document. The Department reserves the right to reject any proposals that do not follow the format outlined in this RFP. Proposals will not be opened publicly; however, the names of all Proposers will be available.



The Department shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the Department requests such in writing.

If the Department determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

Insurance

1. Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

2. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance

3. Vendor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.

4. If the Vendor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Deductibles and Self-Insured Retentions

5. Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Vendor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

6. 1. The policy or policies are to contain, or be endorsed to contain, the following provisions:

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects products of the Vendor.

2. The Vendor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers, shall be excess of the Vendor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Entity.

Acceptability of Insurers

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

***Verification of Coverage***

Vendor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

8. Vendor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor may acquire against the Entity by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer

Special Risks or Circumstances

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION III: RFP LIFE CYCLE**A. Introduction**

The purpose of this section is to inform prospective Proposer of the process that will take place as a result of this RFP. The information contained herein discloses all details about dates, times, and places as they pertain to this RFP.

B. Pre-Proposal Meeting

A pre-proposal meeting will be held on Wednesday, April 24, 2019 at 10:00 AM (PST) at 315 Fourth Avenue, Chula Vista, CA 91910. Representatives from the Department will be present to discuss the project and answer questions. Each firm will be limited to two persons attending the meeting, said persons being direct employees of the proposing firm.

C. Response Date

All responses must be submitted through PlanetBids before Thursday, May 9, 2019 5:00 p.m. PST.
RESPONSES WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME.

D. Proposal Letter

Each Proposal shall include a written transmittal and offer of proposal in the form of a standard business letter. The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it.



The letter shall state that the proposal remains valid for at least one hundred and twenty (120) days subsequent to the date of the Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Department.

The letter shall provide the name, mailing address, and telephone number of the person the Department should contact regarding the proposal.

E. Initial Screening

The initial screening of submitted proposals will occur as soon as practical following the opening. The initial screening process will involve evaluating all proposals for completeness, conformity, clarity, and compliance to all the RFP requirements. Proposals not meeting minimum requirements will be rejected and dropped from further consideration.

F. Proposal Evaluation

Proposals will be evaluated by an Evaluation Committee on the following criteria:

1. Understanding of the work required by the Department.
2. Quality and clarity of the proposal.
3. Completeness of response to project requirements.
4. Completeness of response to documentation requirements.
5. Completeness, if any, to Questions and Answers.
6. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the Department.
7. Recent experience in successfully performing similar services.
8. Proposed overall approach to completing the project.
9. Record of successful installations of comparable size and project manager experience.
10. References, (highlight local and regional references).
11. Background and related experience of the specific individuals to be assigned to this project.
12. Proven maintenance program with references.
13. Design of solution
14. Proposed compensation.
15. Demonstrated best long-term value for the Department.

G. Oral Presentation

Following the Proposal Evaluation phase, the Evaluation Committee may elect to invite a Proposer(s) to make an oral presentation of their proposal to the Department. Invitations will be given solely at the initiative of the Department for such purposes, as the Department deems necessary. Such presentations provide an opportunity for the vendor to clarify their proposal and ensure that a thorough, mutual understanding exists. Oral presentations are not mandatory but may be requested by the Department as an option. These conferences may be conducted in person, by telephone or teleconference.

H. Product Demonstration

Finalist Proposers may be required to provide an on-site demonstrate unit of the console they are proposing to afford the Evaluation Committee the ability to conduct side-by-side comparison and evaluations of Proposers consoles. The Department reserves the right to conduct evaluation demonstrations in the most economical manner for the Department. (Note: if there is a charge for an on-site product demonstration, the Department is not opposed to a demonstration at the factory.)

I. Final Evaluation

After all requested oral presentations and product demonstrations have been completed, the final evaluation will begin. In the final evaluation, the finalist proposals will be reviewed, and a recommendation made by an Evaluation Committee for the proposal they consider to best satisfy their requirements. The contract will not be based solely on price, but on a combination of factors as determined to be in the best interest of the Department.

J. Proposal Acceptance

After the final evaluation, the chosen vendor will be notified and contract discussion and negotiation between the Department and the selected vendor will begin. The content of this RFP and the successful vendor's proposal will become an integral part of the contract but may be modified by provision of the contract. Proposer is requested to submit current contract forms with their proposal for review by the Department. The Department reserves the right to further negotiate the proposed work and/or method and amount of compensation.

K. Mock-Up

As part of the Contract, prior to full fabrication of consoles, the vendor may be asked to provide a mock-up of the typical Dispatcher and Call Taker consoles, which are to be fully functional, built in the materials and construction as specified and as to be installed in the Project. Mock-up may be used as part of the contract if found to be acceptable.

L. Delivery and Installation

The projected date for console delivery and installation will be in August to September of 2019. Final date will be set prior to signing of contract.

M. Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract.

No payments shall be made to the Contractor until the contract is established as required by state laws and regulations. Further, the Department shall not be liable for work performed, services rendered, or materials purchased and/or provided before the contract is established as required by applicable state laws and the Purchasing Rules of the Department.



SECTION IV: REQUIREMENTS FOR THE PROPOSED SYSTEM

A. Introduction

The purpose of this section is to describe the required and desired features of Dispatcher and Call Taking ergonomic consoles for the Department. The Proposer may propose additional features and options to be considered. The order in which the following items appear does not represent their priority of importance to this RFP. The Department requests that prospective Proposers use these specifications to develop proposals within the guidelines set forth in Section II.

B. General Requirements

The Department is seeking proposals for purchase and installation of fourteen (14) new ergonomic consoles and furnishings for use in the 9-1-1 Emergency Communications Center. For cost comparison purposes, the vendor must include in their bid an itemized cost schedule, which includes all maintenance and support costs.

C. Vendor Information

Prospective Proposers should provide information pertaining to their organization and this project to include:

-) Size of the organization
-) Client list including those using products recommended by the prospective Proposer
-) Number of years in business providing similar applications
-) Number of support personnel in the organization
-) Resumes of the individuals who would be assigned to this project, including any sub-consultants
-) A reference list including clients who have used the vendor's services
-) Statement and explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project
-) Description of your approach to competing the work
-) Tentative schedule by phase and task for completing the work
-) Estimated hours for your staff in performing each major phase of work, including sub-contractors
-) A timeline for implementation

D. Training

Proposals must include all required on-site training of end user and support personnel required for the implementation and use of any proposed consoles solution.

E. Cost Summary

Vendor must supply a line item detail to support Proposal Cost Summary in Appendix B. All costs associated with the implementation of this proposal should be included. If not, exclusions are to be stated.

F. Description of Work

1. Overview

The Chula Vista Police Department 9-1-1 Emergency Communications Center desires proposals for Dispatcher/Call Taker ergonomic console furnishings for use in the 9-1-1 Emergency Communication Center located in Chula Vista, CA. The Department will purchase fourteen (14) sit/stand adjustable height ergonomic consoles. The consoles are to provide an ergonomic solution for a 24/7 9-1-1 Emergency Communications Center environment, are to be modular with durable steel frames, provide internal cable management systems, removeable access panels and provide an efficient, functional and safe work environment for its operators.

The Department intends to conduct a remodel project of its 9-1-1 Emergency Communications Center. The Department will provide all cabling and power (UPS and standard) to locations as specified in the final accepted floor plan. Vendors bidding this job should be aware that the installation will require working as a team with the Department's architect, general contractor, radio system engineers/technicians, telephone technicians, CAD vendors, IT professionals, etc. to complete the project in the established time line. The installation of the console furnishings will occur over two to three (2-3) phases. Approximately half the 9-1-1 Emergency Communications Center will remain operational during the remodel.

The Department desires room designs for the remodeled dispatching room. The dispatching room will comprise of thirteen (13) dispatch workstations and one (1) supervisor workstation. The vendor will provide a minimum of one (1) layout solution with multiple room layouts encouraged.

The renovation of the communications center must be conducted in a manner to provide a minimum of downtime in the ability to operate out of the center. To accomplish this goal, the project must be completed in an agreed upon installation timeline. Installation of workstation console equipment will be well planned in order to comply with the final construction time line to meet the above criteria. The vendor must be able to provide staffing as needed to meet the project time line requirements.

The console furnishings will need to be completed and ready for delivery by September 2019, the delivery date to be made part of final contract. The Department reserves the right to adjust the delivery date of all furniture to coincide with the project's implementation schedule. The Department does not have a loading dock or storage facilities. Therefore, the Vendor must have the ability and agree to store the furniture, if any unforeseen delays should make it necessary.

Except when otherwise noted, the items specified are considered the minimum acceptable. A brochure giving detailed descriptions and specifications of the items being bid by the vendor's company should be attached to the proposal. Failure to do so will be cause for disqualification. All exceptions or specific



replacements to each line item shall be noted and “equivalent” options must be listed and approved by the Department.

2. Prices

The Department is looking at the awarding of this contract as a long-term commitment in quality, design, flexibility, and possible expansion for future changes. Therefore, the award will not be based entirely on cost. The Department reserves the right to choose the overall best value package.

In the required proposal submittal form, Proposer must break out their total proposal price into subcategories to assist the Department’s evaluation of overall value. The categories are the following:

1. Dispatcher Console Furniture
2. Call Taker Console Furniture (if different)
3. Supervisor Console Furniture
4. Additional Furniture Components
5. Extended Warranty
6. Delivery and Installation

Prices quoted shall be firm as long as the order is placed within 120 days of the proposal opening. Any discounting for quick payment terms should be noted within the Proposal.

G. General Specifications

1. Quality Control and Manufacturing Experience

- 1.1 Vendor shall be the full manufacturer and provider of the product, to include all design services, metalwork and mill work to ensure product consistency and lead times.
- 1.2 All work tolerance for casework and equipment consoles shall be constructed to within tolerance of 1/64”. All equipment console metal components shall be constructed to within tolerances of 0.020”.
- 1.3 The vendor must fully stage all products prior to shipping to ensure quality of fit and finish. Once staged client has the option to request a factory visit to sign off on workstations prior to workstation shipment. At the discretion of the Department, photographs of assembled consoles may be required in lieu of factory visit.
- 1.4 The vendor must have a minimum of fifteen (15) years’ experience specializing in 24/7 console design, fabrication, and installations.
- 1.5 Manufacture’s facility shall be available at the request of the Department for reviewing of product and facility inspection prior to award of contract.
- 1.6 Consoles must ship via a professional furniture transportation carrier on air ride trailers.

2. Console System Description (Sit/Stand Adjustable Height Workstations)

- 2.1 Console shall be height adjustable workstations designed specifically for 24/7 operations in a 9-1-1 Emergency Communications Center environment.
- 2.2 Height adjustment range is from 22.6" to 48.7" from the floor to the top of the work surface and shall utilize a single surface design that puts the entire work surface at a comfortable working height without any seams in the surface or keyboard mechanisms to get in the way.
- 2.3 All height adjustable workstations shall include collision detection technology that mechanically detects the occupant's lap without solely relying on sensors that are ineffective for the first second of travel and that require a hard obstruction. Collision detection technology to cause work surface to stop on detection of obstruction and reverse direction approximately 1" to avoid entrapment of obstruction. Collision detection shall function in both upward and downward directions.
- 2.4 Console must demonstrate stability at full extension. Maximum deflection of ½" is allowed when a horizontal load of 100 lbs. is applied to the center of each work surface.
- 2.5 The number of lifting columns per console and the lifting capacity per column allows for a 300 lbs. cargo capacity to ensure all equipment and cabling can be accommodated with a factor of safety.
- 2.6 Console must be comprised of a structural internal steel frame to form open architecture within the console to support equipment, exterior panels, work surfaces and valance elements.
- 2.7 Console must be fully welded steel construction. No particle board or wood substrate may be used in console construction.
- 2.8 Finish must be heavy duty powder coated with a uniform application, being without runs, wrinkles, grittiness or roughness, over all steel and aluminum surfaces. All steel parts must be thoroughly cleaned and sealed with a rust inhibitive coating prior to final coat finish.
- 2.9 All console connections must be of steel to steel bolt together construction for optimal structural integrity.
- 2.10 The console furniture must be of true modular design with each module being able to be considered a stand-alone unit.
- 2.11 Consoles must be able to form 120 degrees and 90 degrees configurations.
- 2.12 Consoles must be of modular design, to allow reconfigurable angles for future growth and expansions with minimal disruption.
- 2.13 Sharp edges are not acceptable and represent operator safety issues. All transitions must have a smooth continuous surface.



- 2.14 Colors and finishes are to be selected from manufacturer's standard offering. At a minimum, one (1) full set of laminate, edge, and paint samples must be submitted upon request.
- 2.15 All equipment shall meet or exceed current ergonomic standards up to and including ANSI, Business and Institutional Furniture Manufacture's Association (BIFMA), CSA and ADA guidelines.
- 2.16 All products must conform to the appropriate provisions of the Americans with Disabilities Act.

3. Structural Wall Frame System

- 3.1 Structural wall system shall be designed to support and integrate the work surface, technology storage areas, peripheral devices as well as personal storage.
- 3.2 Structural wall frame shall provide for single sided or back-to-back console configuration.
- 3.3 Structural wall shall provide access to exterior side and below work surface through steel panels. Panels will include ventilation holes for heat dissipation.
- 3.4 Knee space below the work surface must provide unobstructed knee space for side-to-side movement by the user within the footprint of the console.
- 3.5 Structural Wall system must provide an integrated cable management system to allow for continuous power and data cable management through connected walls. The cable management systems shall provide a minimum of three (3) cable channels that provide horizontal and vertical cable management. All cable management runs must be modular in design and not interfere with CPU location and access.

4. Console Slatwall Frame System

- 4.1 The Slatwall frame and work surface support must be constructed with 14 and 16 gauge cold rolled steel.
- 4.2 The console Slatwall system must have integrated cable management system with easy access front and rear doors/panels.
- 4.3 Cables must be able to pass through the Slatwall into the base frame without drilling grommet holes in the work surface.
- 4.4 Slatwall shall be bonded to the console base frame.
- 4.5 Slatwall frame must be a minimum of 12" high.
- 4.6 Slatwall must support the ability to attach multiple monitors to the wall, to move, relocate, and

add monitors when needed, with all cables being concealed.

- 4.7 Slatwall system must provide ability to attach optional storage accessories. Vendor is to provide list of optional storage accessories.
- 4.8 Slatwall must have accommodations for customer defined power and data ports at work surface level.

5. Work Surface

- 5.1 The work surface must be a continuous seamless piece in design to eliminate gaps. The surface must have a smooth curved design and a user dedicated contoured primary position.
- 5.2 Work surfaces must be constructed of at a minimum 1 1/8" thick fire retardant and moisture treated particleboard pressure bonded with a high-pressure laminate (HPL) finish on the top and bottom surfaces. Vendor to provide product specifications of particleboard used for work surface.
- 5.3 The work surface must have a rigid high density and high impact molded rounded ergonomic front nose edge for comfort.
- 5.4 All edges must be protected with a colored rigid PVC which is more durable, has lower emissions and is easier to clean.
- 5.5 Work surface platform shall have smooth edges and transitions, avoiding sharp corners and pinch points for operator safety.
- 5.6 The work surface must be supported by a steel constructed frame.
- 5.7 Monitors must not be directly positioned on work surface. Monitors must be mounted to monitor arms, which are to be mounted to the integrated Slatwall system to allow for completely unencumbered writing space.
- 5.8 The work surface must provide accommodations for a minimum of two (2) mounted headset jacks with cable management to each jack. Jack type and locations to be provided during final console design stage.
- 5.9 Cable management for work surface equipment must allow for independent movement of all equipment yet enclosed to ensure minimized wear and tear on any travel cables. System must allow for finished ends and connectors to be freely passed.
- 5.10 Vertical cable management for cables running between the work surface and the console base must be protected, concealed and easily accessible.

- 5.11 Work surface flammability is to meet Class 1/A under ASTM E-84 specifications.

6. Panel and Doors

- 6.1 All exterior access panels and doors must be fabricated from a minimum of 20 gauge cold rolled steel and finished with a heavy-duty powder coat finish for maximum durability and heat distribution.
- 6.2 Exterior access panels and doors are to be fastened to the frame in a manner that provides concealed clips and/or hinges, allowing easy and quick removal without the use of tools.
- 6.3 Exterior access panels and doors must be designed to allow quick, easy and unobstructed access to equipment for servicing and maintenance.
- 6.4 Doors must have locking option.
- 6.5 All end panels must be fabricated from 20 gauge cold rolled steel and finished with a heavy-duty powder coat finish for maximum durability and heat distribution.

7. Monitors and Mounts

- 7.1 Monitors must be arranged within easy and adjustable reach of user and allow for adjustable viewing angles.
- 7.2 All monitor mounts must have fully articulating movement with a minimum capability of triple articulations. Mounts must allow the operator to lift, rotate, raise and/or lower the LCD monitor and be adjustable for varying monitor weights and dimensions.
- 7.3 Monitor mounts must be mounted to the integrated Slatwall frame.
- 7.4 Monitor mounts must provide multi axis position adjustment with a single motion to provide 14" height adjustment, arm extension of 22", arm rotation of 359 degrees, monitor swivel of 350 degrees and monitor tilt of 180 degrees.
- 7.5 Monitor mounts must have pneumatic counterbalance, adjustable for a range of monitor weights.
- 7.6 Monitor mounts must accommodate VESA 75 mm and 100 mm mounting patterns.
- 7.7 Vendor will be responsible for installation of all monitor mounts as stipulated in the final approved plan.

8. Storage Compartments

CPU and Rack mounted storage/compartments

- 8.1.1 CPU and rack mounted storage/compartments must be integrated into the design of the console system, not attach in any way to the base structure.
- 8.1.2 CPU storage must have unobstructed access from both the front and back of console and provide integrated wire management systems. Vendor shall describe how users may access cabinets.
- 8.1.3 CPU compartments must provide efficient ventilation system with the option for active filtered quiet forced airflow ventilation to allow for efficient and economical maintenance. Any fan noise must have a rating not to exceed 34dB. Compartments should be designed to accommodate additional fans if needed.
- 8.1.4 It is preferred that equipment trays be fabricated with perforated metal to facilitate airflow to and around equipment.
- 8.1.5 Rack mount shelves shall be available as fixed or optional slide-out option. Rack mount shelves shall be available in a 2-point or 4-point mounting configuration depending on the equipment weight or access requirements.
- 8.1.6 Equipment trays and/or drawers must be mounted on extra-duty steel-bearing slides with full extension fore or aft, provide support rating for 150 lb. load and have a safety interlock or a counterbalance.
- 8.1.7 Electronic hardware shall be able to be rebooted from the front or rear.

9. Ergonomics and Safety

- 9.1 Consoles must be designed in accordance with the ergonomic standards of ANSI and Business and Institutional Furniture Manufacture's Association (BIFMA).
- 9.2 All exposed panel corners must have a radius of at least 2mm for comfort and safety.

10. Power and Wiring

- 10.1 All electrical and communications wiring shall be concealed.
- 10.2 All consoles shall have a minimum of one (1) dedicated power distribution bar for critical



operations such as radio, telephone and CAD PC's. Each power distribution bar will be of a CSA/UL approved 15 Amp circuit breaker bar with 7 outlets, each outlet with room for a minimum of three (3) transformer plugs, a minimum 10' power cord, wiring fault indicator, protection working indicator, catastrophic event protection, and lightning and surge protection. Distribution bar is to be located near the CPU cabinet with easy access.

- 10.3 All consoles shall have a minimum of two (2) dedicated power distribution bars for radio, telephone and CAD monitors. Each power distribution bar will be of a CSA/UL approved 15 Amp circuit breaker bar with 7 outlets, each outlet with room for a minimum of three (3) transformer plugs, a minimum 10' power cord, wiring fault indicator, protection working indicator, catastrophic event protection, and lightning and surge protection. Distribution bars are to be located one on each end of the slat wall with easy access from the monitor arms utilizing standard length power cables.
- 10.4 Two (2) separate double power plugs for standard power shall be on the Slatwall in positions as agreed upon.
- 10.5 All consoles shall have a minimum of an 8-port patch panel compatible with Panduit RJ45 CAT6 Mini-Com jack modules located in the console near the CPU cabinet. Final location will be determined during final layout design.
- 10.6 The work surface shall have a minimum of one (1) lateral wire/cable raceway with the option of adding additional raceways.
- 10.7 Console will have a minimum of six (6) USB ports at the work surface level but hidden in a trough with ample room to also store the excess cables so the work surface is kept clear and usable, with wiring to be terminated in a box located in the CPU compartment area.
- 10.8 Console will have a minimum of two (2) 3.5 mm stereo TRS female jacks at the work surface level but hidden in a trough with ample room to also store the excess cables so the work surface is kept clear and usable, with wiring to be terminated in a box located in the CPU compartment area.
- 10.9 Vendor will provide the wiring layout/drawing for each console in support for each workstation configuration. Drawing must have equipment schematic to verify location and fit for all technical components.
- 10.10 The Department will provide UPS powered quad electrical outlets at each console location as detailed in the final layout provided by the vendor.
- 10.11 The console must allow for the dispatcher to depress a foot pedal unobstructed. Cable management shall be provided for the foot pedal installations.
- 10.12 UL approved materials shall be used for all wiring.

11. Dispatcher and Supervisor Consoles

For each Dispatcher and Supervisor workstation, vendor must provide furniture and surfaces for each console to accommodate:

1. Three (3) 24" LCD monitors and related hardware
2. One (1) 44" LCD monitor and related hardware
3. One (1) desk phone
4. Three (3) keyboards
5. Three (3) mice
6. Two (2) pairs of speakers
7. Three (3) CPUs and related hardware

** All monitors must be able to be arranged in a horizontal configuration.

12. Pedestals and Accessories

12.1 Pedestals must have the option to be integrated into the console base frame or free-standing mobile units.

12.2 Pedestals must be welded steel construction, designed and fabricated to meet all applicable BIFMA testing standards for performance and safety, and finished with a heavy-duty powder coat finish that matches the primary console. Pedestals constructed from laminate or other wood substances are not acceptable.

12.3 Drawer hardware shall be full extension, precision ball bearing construction with a minimum 100 lb. load rating per drawer.

12.4 LED task light(s) shall be at each station. Light shall be dimmable and be adjustable for user comfort.

12.5 Three (3) Status Indicator Light shall be included at each workstation. Two of the lights to have a switch that controls a status indicator light which would signal radio position (Primary or Inquiry) and the third light to activate when dispatcher is on a phone call. Phone switching provided and installed by the phone integrator.

12.6 Vendor is to provide a listing of all complimentary accessories available for consoles, to include personal storage, shared resources, printers stands, accent lighting, cup holder, sanitation stations, ambient lighting, speaker shelves, etc.

13. Personal Climate Controls

13.1 Desktop airflow shall allow the user to position multiple fans at a distance and angle that makes them comfortable. Fans must be very quiet ($\leq 34\text{dB(A)}$ @ 1M) to not be a distraction to the operator. Both fans must be controlled simultaneously by a single lighted switch, and each fan should also include an independent switch to allow one or two to be used at a time.

13.2 Two (200) watt forced air heaters located under the work surface shall be provided. Heaters must be able to tilt independently to direct heat towards the feet, legs or torso. Both heaters must be controlled simultaneously by a single lighted switch, and each heater should also include an independent switch to allow one or two heaters to be used at a time.



- 13.3 The control unit for the climate control system must include an occupancy sensor under the work surface so that if an operator leaves the console unattended, the system will go into sleep mode after approximately 20 minutes of inactivity. Upon detecting motion, the system should “wake” with all switching at its previous setting.

14. Space Plan and Design

All of the equipment and layout for the room shall be designed to facilitate the efficiency and effectiveness of the Telecommunicator in completing day-to-day emergency communications tasks. The goal is to reduce the response time to emergency calls and minimize operator stress. The design shall optimize the location and functionality of the equipment to facilitate efficient circulation of people in the rooms.

- 14.1 Vendor must submit a to-scale floor plan showing each item being proposed. Floor plan should provide uniform space clearance and allow ample movement throughout the floor.
- 14.2 Vendor shall be responsible for obtaining room measurements for design purposes. The Department is unable to provide room dimensions. For a partition legend, refer to Appendix A.
- 14.3 Vendor must submit detailed to-scale perspective drawing for each item being proposed per room, to include all accessories. Drawing shall include dimensions of height, width and depth of all items in order to determine compliance with specifications.
- 14.4 Vendor shall provide photographs and detailed CAD or technical drawings to ensure that the products will fit into the existing space and meets guidelines.
- 14.5 The vendor shall provide a minimum of one (1) room layout solution, with multiple room layout solutions encouraged.
- 14.6 Vendor shall work with the Department to develop a final and accepted floor plan for the room and perspective drawings for all proposed equipment, wiring termination locations and aisles.

15. Colors

Colors are to be selected from vendor/manufacturer’s custom material and color lines. Proposer must submit a minimum of one (1) full sets of laminate, veneer, fabric and edge samples with the proposal. Once the color choices have been narrowed, it will be necessary to provide one (1) color board for all materials for Department review and final approval.

16. Lead Time, Shipping and Delivery Terms

- 16.1 Lead-time will be a critical factor. Proposer shall present their best lead-time to design, manufacture, shipping and install for the consoles.
- 16.2 Department does not have a Loading Dock or storage facilities.
- 16.3 All deliveries must be on an “on time” basis and to the Communications floor.
- 16.4 All costs for shipping, storing and installation shall be borne by the Vendor.
- 16.5 All Terms and Conditions must be submitted with the proposal.

17. Mock-up

- 17.1 Prior to full fabrication of consoles, the vendor may be requested to provide a mock-up of the typical Dispatcher and Supervisor consoles, which are to be fully functional, built in the materials and construction as specified and as to be installed in the Project.
- 17.2 The Department may require inspection and approval of mock-up consoles before full fabrication of consoles begins. Inspections shall be conducted on-site at the manufacturer's factory or by photographs, as determined by the Department.
- 17.3 Mock-up units may be used as part of the contract if found to be acceptable.

18. Installation

- 18.1 It is mandatory that the project be completed facilities fully operational within jointly agreed upon timeline. Vendor must agree to meet project's mandatory completion deadline.
- 18.2 The vendor must be able to provide manpower as needed to meet time line requirements.
- 18.3 The vendor shall submit the names of all personnel associated with the on-sight installation of the consoles to a department backgrounds screening process and DOJ screening requirements. Personnel not submitted for background screening or who fail the process, shall not be used for the installation.
- 18.4 Installation must be performed by trained professionals experienced with the working environment of a 9-1-1 Dispatch/Emergency Communications Center. Only the manufacturer factory installers or their trained and authorized designees shall assemble and install the consoles and workstations. A list of no less than fifteen (15) projects for the installation team must be submitted in order to be considered. Vendor shall make accommodations to recycling and remove packing material.
- 18.5 Once the installation is complete, a "walk-through" will be required with the installation foreman in order to ascertain full compliance to the floor plan, console design, workstation design, and materials specified. Any inconsistencies will be noted and must be scheduled for completion prior to final acceptance of the project.
- 18.6 The contractor is required to protect the building and its contents during replacement construction and maintain a clean and safe interior. Work area shall be left neat and broom swept/vacuumed upon completion of work, with all trash removed daily. All work shall be performed in a professional manner.

19. Liquidation Damages

The time limits stated in this project are of the essence. Should the delivery and complete installation not be completed on or before the agreed time stipulated in the contract, it is mutually agreed by and between the successful proposer that:

- 19.1 A delay in delivery would seriously affect the public and the operations of the Chula Vista Police Department Emergency Communications Center. Liquidated damages will be assessed for each calendar day the completion of the installation is delayed beyond the date set in the Notice



to Proceed. Damages of one thousand dollars (\$1,000.00) per calendar day will be assessed the Vendor.

- 19.2 The above conditions may be invoked if deliveries exceed the specified time or if replacement material not meeting the specifications exceed the specified time.
- 19.3 Should the successful Proposer be obstructed or delayed in the work required to be done herewith by changes in the work, or by default, act or omission of the Chula Vista Police Department Emergency Communications Center, or by other Department contracted vendors, or by strikes, fires, acts of God, then the time of completion shall be extended for such periods as agreed upon by the Department.
- 19.4 If there is insufficient time to grant such work extensions prior to completion date of the contract, the Department may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.
- 19.5 In the event that the successful Proposer is on strike at the time of the award of the bid, the Department reserves the right to accept the first acceptable proposal from a manufacturer that is not on strike.

20. Warranty

Vendor shall provide the following minimum warranty terms against defects and workmanship.

- 20.1 Lifetime Warranty on all fixed structural frame components.
- 20.2 All static exterior panels and work surface components for a period of 10 (ten) years.
- 20.3 All adjustable, sliding or hinge mechanisms or parts for a period of ten (10) years. Onsite service shall be included in the vendor warranty for ten (10) years.

21. MAINTENANCE AND SERVICE

- 21.1. The vendor shall be the single point of contact for any troubles associated with equipment covered by this RPF and maintenance contract.
- 21.2 Vendor shall provide a detailed description of the maintenance and service program provided with this proposal.
- 21.3 Vendor shall respond to a service call within twenty-four (24) hours and affect repairs within seventy-two (72) hours of call being place.
- 21.4 All warranty repairs must begin within twenty-four (24) hours or less from time the vendor is notified of the need for service, and thereafter the repairs must be continuing and ongoing until completed and the workstation is functioning properly.
- 21.5 Vendor shall provide and maintain an on-site emergency parts kit for all major components that require more than twenty-four (24) hours delivery time to be readily available for service personnel to allow repairs/installation within a reasonable timeframe. Vendor shall detail the level of spare parts that will be stored on-site.



21.6 Vendor shall provide information, the training and experience of service provider company/technicians who will be serving the maintenance contract. To include:

-) Name
-) Training
-) Years of experience
-) Location
-) Minimum response time

22. Project Considerations

22.1. Delivery and installation will take place at the Chula Vista Police Department between the hours of 8:00 AM and 5:00 PM on Monday-Friday.

22.2 Labor requirements for this project will be subject to prevailing wage as outlined by the Department of Industrial Relations of the State of California.

22.3 Vendor shall be responsible for the takedown, removal, and disposal of existing furniture.



RFP P33-18/19

**Dispatcher/Call Taker Ergonomic
Consoles**

For the

Chula Vista Police Department
9-1-1 Emergency Communications Center
Chula Vista, California

Appendix A
Attached as a separate Document.



RFP P33-18/19 Dispatcher/Call Taker Ergonomic Consoles

Appendix B

Dispatcher/Call Taker Ergonomic Consoles

Proposal Cost Summary Form

The undersigned, being familiar with the requirements of the Chula Vista Police Department 9-1-1 Emergency Communications Center Request for Proposal for a Dispatcher/Call Taker ergonomic console solution, proposes to furnish products and services to the Department in accordance with that request.

The summary below reflects projected Department costs for the solution acquisition and implementation. Supporting detail must be attached describing hourly rates, projected expenses, software and hardware expenses, annual support and maintenance, discounts along with any other detail that will lead to a clear understanding of the proposal.

ITEM	COST	
Dispatch Console	Each: \$ _____	Total: \$ _____
Supervisor Console	Each: \$ _____	Total: \$ _____
Delivery/Installation	Each: \$ _____	Total: \$ _____
Other Costs Associated with this Proposal:		
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
	TOTAL	\$ _____

In submitting this proposal, I understand that the Department reserves the right to reject any and all proposals.

The undersigned further agrees that this proposal is made in good faith and is not founded on, or in consequence of, any collusion, agreement or understanding between his or herself or any other interested party. I further agree that all cost requirements for implementation are included or so stated in this proposal.



PROPOSAL & OFFER TO CONTRACT

The respondent, herein sometimes called consultant, contractor, vendor, or supplier submits a proposal/bid and offers to enter into a contract with the City of Chula Vista, herein called City, this May 9, 2019 as follows: This Proposal & Offer to Contract, subject to the specifications, terms and conditions, and General Provisions herein, when duly accepted by the City shall constitute a contract between the parties.

In consideration of the payments to be provided by the City, and in accordance with the conditions expressed in the bid forms and specifications attached, and by this reference incorporated herein, Vendor agrees to furnish: **Dispatcher/Call Taker Ergonomic Consoles**

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

EMAIL ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL: _____

PRINT NAME _____ TITLE _____

SIGNATURE _____ DATE _____

Bids must be returned no later than 5:00 pm Pacific Standard Time on Thursday, May 9, 2019. Late proposals will not be considered.

**BID GENERAL PROVISIONS***Please Read Carefully**These Provisions Are a Part of Your Bid and any Contract Awarded*

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; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Chula Vista specifications for the prices quoted.

Note: Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid, request for proposal, or request for quotation. A bidder may also be referred to as consultant, contractor, supplier, or vendor.

1. Prices

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

Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices, except when the bidder clearly indicates that the total price for all items bid is based on consideration of being awarded the entire lot and that an adjustment of the total price is being made in consideration of receiving the entire bid.

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 of Chula Vista, or a bidder's bond. If the bid security is a bond, it shall be executed by a surety 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 proposal in the sealed bid envelope.

3. 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 vendor 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.

4. 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. 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 sole right to reject a substituted component that will not meet or exceed City standards.

5. Samples

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

6. Verify Quotations



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

7. 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 of Chula Vista shall receive the benefit of such decline.

8. Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

9. Late Bids, Modifications, or Withdrawals

- (a) Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered unless receipt is before the contract is awarded and the City determines that late receipt was due solely to City error.
- (b) Modification of a successful bid that makes the terms of the bid more favorable to the City will be considered at any time.

10. Mistake in Bid

- (a) If the bidder discovers a mistake in 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 Items 8 and 9 above.
- (b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable to bidder, bidder may request consideration be given to modifying the bid if it remains the lowest bid or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. 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 Purchasing Agent is final as regards acceptance or rejection of requests for correction of bids.
- (c) A mistake in bid cannot be considered once a purchase order or contract is issued.

11. 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 with his or her title.

12. No Bids

If no bid is to be submitted, the bid should be marked No Bid and returned to maintain the bidder's name in the vendor file for future solicitations. A letter or postcard may be submitted. If a bidder fails to respond to a reasonable number of bids without returning a No Bid, the Purchasing Agent reserves the right to delete the bidder from the vendor file for future solicitations.

13. Alternative Proposals

To be responsive to the bid, bidder must submit a proposal 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 proposals 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.

(a) **Environmentally Preferable Purchasing (EPP)**

The City of Chula Vista defines Environmentally Preferable Purchasing (EPP) as the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or service that serve the same purpose. With few exceptions, environmentally preferable products shall only be purchased when determined to be cost-effective while considering a true cost during its lifecycle from use, management and disposal. EPP requires attention to numerous environmental considerations, including energy efficiency, postconsumer recycled content, water efficiency, low/zero hazardous substances and responsible manufacturing, to name just a few. Testing and evaluation of environmentally preferable products is one allowable exception and may be requested at any time during the solicitation process.

For more information, please consult the CalRecycle website at: <https://www.calrecycle.ca.gov/epp>.

14. 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 state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

15. Quality

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

16. Litigation Warranty

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of California and approved by The City of Chula Vista in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

17. Royalties, Licenses and Patents

Unless otherwise specified, the bidder shall pay all royalties, license 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 material to bidder pursuant to this contract.

18. 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.

19. 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 proposal 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 or award, irrespective 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. City may require bidder to post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

20. Addenda

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued may render the bid invalid and result in its rejection.

21. Specifications to Prevail

The detailed requirements of the specifications shall supersede any conflicting reference in these General Provisions that are in conflict therewith.

22. Taxes

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City and County Sales Taxes. Do not include this tax in the amount bid. However, tax is to be added by the successful bidder to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of bids.

23. 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 Purchasing Agent. 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.

24. 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.

25. Faithful Performance Bond

Successful bidder may be required to 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 of Chula Vista, 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.

26. Insurance

Bidder shall provide proof of liability and property damage insurance prior to performance of duties. Coverage shall be from a company authorized to transact business in the State of California and shall be in an amount not less than \$1,000,000 combined single limit (CSL), unless otherwise specified. The City of Chula Vista shall be named as an additional insured and thirty (30) days' notice of cancellation shall be indicated. Worker's Compensation coverage for each employee engaged in work on City premises is required. Bidder is solely responsible for all insurance premium payments.

27. Indemnification

Bidder shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney's fees) arising out of this agreement and/or bidder's performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the City, its officers, employees or agents.

28. 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, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids received; and to select the bid(s) deemed most advantageous to the City. The City will, however, consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such.
- (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.
- (d) For the purpose of evaluating bids for multiple awards, the sum of \$100.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded under this solicitation, and individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.
- (e) Upon acceptance by the City of Chula Vista, the solicitation, bid, proposal, or 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 without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause 28 or any related integrated agreement.

29. Bid Results

To obtain bid results, either (1) attend bid opening or (2) referencing bid number a bid tabulation will be emailed to you upon verification of extensions or (3) visit the Purchasing Department no sooner than three (3) working days after bid opening to review bid tabulation. Due to time constraints, bid results cannot be given out over the phone.

30. Protests

Protests by unsuccessful bidders to the selection for award shall be submitted in writing to the Purchasing Agent no later than ten (10) calendar days after award recommendation. The unsuccessful bidder shall have the right to



appear at the City Council to protest any award to be confirmed by Council. Failure to submit a timely written protest to the Purchasing Agent shall bar consideration of such protest.

31. 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 bid being declared non-responsive and rejected, and at City's option the bid bond may be attached for damages suffered.

32. Discounts

- (a) Prompt payment discounts offered for payment within less than fifteen (15) calendar days will not be considered in evaluating bids for award. However, offered discounts of less than 15 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

33. Seller's Invoice

Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

34. Inspection and Acceptance

Inspection and acceptance will be at destination unless specified otherwise and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

35. Lost and Damaged Shipments

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

36. Late Shipments

Bidder is responsible to notify the City department receiving the items and the Purchasing Agent of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

37. Document Ownership

- (a) All technical documents and records originated or prepared pursuant to this contract, 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 contract 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.

38. Advertisements, Product Endorsements

City employees and agencies or organizations funded by the City of Chula Vista are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Chula Vista has endorsed their product or service without the Purchasing Agent's prior written approval.

39. City Provisions to Prevail

Except as indicated in the specifications, the City's standard General Provisions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor. To the extent not otherwise provided for by the contract documents, the California Commercial Code shall apply.

40. Invalid Provisions

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

41. Amendments and Modifications

The Purchasing Agent may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

42. Assignment

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

43. Disputes

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Agent shall be final and conclusive, unless bidder requests mediation within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Agent's decision.

44. Mediation

Should an unresolved dispute arise out of this agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within thirty (30) days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a Blindfold@ process.

The cost of mediation shall be borne equally by both parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than sixty (60) days, unless the



maximum time is extended by both parties.

45. Lawful Performance

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

46. Business License

Chula Vista Municipal Code Section 5.02.020 requires all vendors doing business with the City to obtain a Business License. Section 5.02.20 states: *It is unlawful for any person, or for any person as agent, clerk or employee, either for himself or for any other person, within the corporate limits of the City, to transact, engage in, or carry on any business, show, exhibition or game hereinafter specified without first having procured a license.*

47. Annual Appropriation of Funds

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term, and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Purchasing Agent is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the lease or contract. The City has no monetary obligation in event of termination or reduction of a term contract since such contracts represent estimated quantities and is not funded as a contract except to the extent of the Purchase Orders issued.

48. Extension

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

49. Debarment

The Purchasing Agent may recommend to the City Council that the person or business be debarred from consideration for award of contracts. The period of debarment will be contingent upon the severity of cause. Causes for debarment include:

- (a) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty
- (b) Violation of contract provisions which is regarded by the Purchasing Agent to be so serious as to justify debarment action, including:
 - (1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts;
 - (3) Two or more claims of computational error in bid submission within a two year period.
- (c) Debarment by another governmental entity.
- (d) Any other cause the Purchasing Agent deems to be so serious and compelling as to affect responsibility as a



City bidder. A bidder may be permanently debarred for the following causes:

- (1) Collusion in bidding.
- (2) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a contract or subcontract with the City of Chula Vista or in the performance of such contract or subcontract.
- (3) Conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals.

50. Termination

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

51. 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 County of San Diego.

(REV October 2018)