



Request for Proposal
P23 – 17/18
City of Chula Vista
DUE 3:00 PM JULY 9, 2018
City Council Chambers - Audio/Visual
Systems

City of Chula Vista
276 Fourth Ave
Chula Vista, CA 91910

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Introduction

The City of Chula Vista is seeking proposals for professional AV design/build services for the upgrade the City Council Chamber audiovisual (AV) systems. This Request for Proposal (RFP) describes the project, the scope of services, the proposal submittal requirements, and the contractor selection process. Failure to submit the information in accordance with the requirements of the Request for Proposal and its associated procedures may be a cause for disqualification.

The City of Chula Vista City Council meets every Tuesday Evening (except holidays and 5th Tuesday of month) to discuss and take action on a variety of issues that a full-service city deals with. The current Council Chambers was built in 2008, and the equipment was refreshed in 2013. Although the equipment was refreshed in 2013, there are on-going issues which necessitate an extraordinary amount of staff time in the care, maintenance and troubleshooting that is not acceptable.

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

The AV Contractor is to design and install a state of the art AV system that will meet performance objectives for City Council and other meetings that take place in the Council Chambers. The AV contractor will attend meetings with City employees and City Council members to determine needs, present their design, make modifications as requested, review final designs then once approved, acquire all equipment and materials, provide a full mock-up of the systems for demonstration and approval purposes and then install complete working systems.

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

Timeline and Required Response Dates

-) **May 16, 2018:** Request for Proposal (RFP) released. Interested contractors should register with the City's on-line purchasing portal, Planet Bids to receive all communications and documentation regarding this request for proposal.
<https://www.planetbids.com/portal/portal.cfm?CompanyID=15381>
-) **June 1, 2018, 10:00 AM:** Mandatory Pre-Bid Meeting Date. A mandatory meeting and site evaluation will be held in the City Council Chamber at 10am on June 1, 2018. Contractors will have the opportunity to see the current room configuration and audiovisual equipment. Design drawings of the existing system can be requested by email. The City reserves the right to schedule a second Pre-Bid Meeting in the event that scheduling conflicts preclude attendance at this meeting.
-) **June 18, 2018:** All questions pertaining to the scope of project must be received in via the City's procurement portal, Planet Bids.
<https://www.planetbids.com/portal/portal.cfm?CompanyID=15381>
-) **June 22, 2018:** City will respond to all questions submitted by this date.
-) **July 9, 2018:** Proposal Submittal Deadline. Proposals must be received via the City's Planet Bids procurement portal by **3:00 pm, on Monday, July 9, 2018** in order to be considered. Proposals must be submitted via the City's procurement portal, Planet Bids. No submittals will be accepted by mail or at the Finance Department.
<https://www.planetbids.com/portal/portal.cfm?CompanyID=15381>

Proposal Requirements

One electronic copy of the proposal in response to this RFP shall be submitted to the City's procurement portal, Planet Bids (<https://www.planetbids.com/portal/portal.cfm?CompanyID=15381>) and received by the City by the due date set forth above. The primary evaluation criteria used to select the winning proposal will be based on understanding of the project, project approach, scope of work, staff qualifications and experience, record of performance, references and proposed bid amount.

The following items shall be included in the bid documentation

1. Company profile including history, number of employees, facility size and annual revenue.
2. The contractor's experience and capability, and the experience and qualifications of the proposed team members that will perform the work required for the project. Qualifications for bidding on this project will include:
 - a. Contractor shall have previously installed at least three jobs of similar magnitude, completed within the last five years. A resume shall be provided for these projects including project name, scope of services, year completed, and contact information for a reference.
 - b. Contractor shall have five years of experience with equipment and systems of the types specified, shall maintain a fully staffed and equipped service facility, and shall be a franchised dealer and authorized service facility for the major brands specified, and shall be properly licensed to work in Chula Vista, California.
 - c. Resume of key personnel to be used on this project, including but not limited to: Project Manager; Lead Engineer; Job-Site Superintendent.
3. The contractor's proposed approach to the project including the management approach and logistics necessary to accomplish the work;
4. The contractor's detailed scope of work for the project, which includes a detailed explanation of the project;
5. A sample set of shop drawings or as-built documents that confirm the Contractor's capabilities to provide engineering and documentation for the project.
6. A line sheet listing all manufacturers for which the Contractor is a dealer and/or authorized service center.
7. A description of the Contractor's abilities for in-shop assembly, fabrication and testing.
8. The Bidder shall disclose in the bid whether any portions of the project work will be subcontracted out. All terms of this contract, including bidding and qualification statements, shall apply to the subcontractor.
 - a. Name of the proposed subcontractor.
 - b. A statement of qualifications for each subcontractor.
 - c. A scope of work outlining what portions of the project for which the subcontractor will be responsible.
9. Proposed project schedule. Work must be completed in a timely manner and scheduled around weekly City Council meetings. Systems must be operational for weekly meetings unless previously arranged with the City staff and adequate provision is made for nonfunctioning systems.
10. The contractor's proposed bid amounts with a detailed breakdown of each aspect of the project. Include the following information with the bid submittal:

- a. The total contract price.
- b. The total price for any add or deduct alternates.
- c. An itemized equipment list with quantities and unit pricing.
- d. In the event of changes to the project scope, a guaranteed equipment markup rate and labor rates.
- e. A breakdown of the number of labor hours for each of the following:
 - i. Engineering and documentation.
 - ii. On site coordination meetings and supervision.
 - iii. In shop fabrication and assembly.
 - iv. On site fabrication, assembly, and installation.
 - v. On-site verification and testing.
- f. **All contract work must be paid and verified according to the State of California's Department of Industrial Relations Prevailing Wage regulations (<https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>).**

Bid Award

Bids will be evaluated based on responsiveness, completeness, project experience, staffing and price. Evaluation of the proposals received will result in a ranking of the responsive contractors. If needed, interviews will be held with up to the top three (3) rated contractors, which will be scheduled to allow ample time for possible presentation preparation.

Insurance Requirements

The following insurance coverage will be required, as a minimum, by the City:

-) Contractors' Professional Liability - \$1,000,000 annual aggregate
-) General Liability - \$1,000,000 annual aggregate.
-) Workers' Compensation per applicable state and federal laws.
-) Employers' Liability - \$1,000,000 limit.
-) Comprehensive Automobile Liability Insurance - \$1,000,000 annual aggregate.

The selected Contractor shall name the City, its directors, officers and employees as additional named insured on its policies of general liability and automobile insurance. The proposal must be signed by the contractor's proposed team Project Manager.

General Requirements

Systems must be operational for weekly meetings unless previously arranged with the City staff and adequate provision is made for nonfunctioning systems.

The AV Systems consist of the engineering, materials, equipment and systems described in this RFP. This Contract is for system design, documentation and drawings, equipment, material, installation, programming and training. The work of this section includes a complete and operational turn-key system.

All bidders shall fully inform themselves of the conditions under which the work is to be performed. No additional compensation shall be allowed for any labor or item the bidder could have been fully informed of prior to the bid date.

The systems shall conform to all applicable code requirements and shall be in conformance with industry standards of operation and practices. All materials, arrangements, and procedures shall comply with applicable code requirements, allowing the users to arrange and operate a safe assembly and working environment for audience and user personnel.

In the absence of more stringent requirements, the AV Contractor shall maintain injury and property liability insurance coverage throughout the project's scheduled timetable, including workmen's compensation coverage for Contractor's employees.

All work and materials shall comply with all applicable building codes and regulations.

Obtain all licenses and permits necessary for the execution of any work pertaining to the installation, or any operation by the Owner.

This is a Prevailing Wage Project. Contractor shall follow the Department of Industrial Relations requirements for the duration of this project. Questions regarding Prevailing Wage requirements can be addressed with the California Department of Industrial Relations (<https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>) or asked during the question and answer period of this RFP.

The Contractor will coordinate with other permitted sub-contractors as required and in a timely fashion to convey all information (scheduling, structural, electrical, technical or otherwise) necessary to the completed project.

The Contractor will be responsible for bonding and connecting ground point to all equipment in accordance with applicable state and local codes, and industry standards for AV systems. Coordinate with the Division 26 Electrical Contractor.

Equipment and materials shall be new, meet the latest published specifications of that product, and conform to applicable regulatory provisions. Take care during installation to prevent scratches, dents, chips, etc.

Install rack mounted equipment with black 10-32 button head machine screws. Provide security covers on non-user operated equipment having front panel controls. Install covers at the conclusion of Acceptance Testing. Provide engraved lamicooid labels at the front and rear of equipment mounted in racks. Mount labels on the equipment and attach in a neat, plumb, and permanent manner. Embossed labels will not be accepted.

All products and materials to be handled and shipped in accordance with manufacturer's recommendation. Provide protective covering on equipment and furniture during construction to prevent damaging or entrance of foreign matter. Replace at no expense to Owner, product damaged during delivery, storage, handling or construction.

Review Architectural, Mechanical, and Electrical Contract Documents as needed in light of requirements for AV systems. Provide a document to the City advising of any changes required in order to allow the AV systems to be installed and function correctly.

Project Submittals

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

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

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

1. Submitted as a multi-sheet PDF with:
 - a. 2 copies of 30" X 42" sheets as well as 11x17 sheets
 - b. Table of Contents
 - c. Bookmarks for every sheet with Sheet Name and Number
2. Drawings shall be a standalone package containing all information required to locate and install all junction boxes, devices and related equipment.
 - a. Video display locations, orientation, and mounting methods
 - b. Architectural Coordination. The layout of all spaces shall be coordinated with current architectural drawings and site conditions. Millwork and custom enclosures shall be coordinated with the Owner. Coordinate locations of all junction boxes, AC power outlets, and wire routing and management. Spaces include, but are not limited to Equipment Rooms, Council Dais, Audio Production Suites and other Control Spaces.
 - c. Custom Furniture. Provide a detail showing all dimensions and finishes for all custom furniture as well as equipment locations and mounting methods.
 - d. Rack Layout and Location Diagrams with overall dimensions.
 - i. Submit heat loads for each equipment rack and calculations showing how numbers were derived.
 - ii. Provide AC Power requirements for each equipment rack and calculations showing how numbers were derived. Provide power distribution details within each rack.
 - e. Antenna orientation, mounting elevation, and attachment hardware schedule.
 - f. Conduit riser diagrams for showing interconnect of all systems.
 - g. Wiring Spreadsheet showing all wiring pull lengths from source to destination, including wire numbers.
 - h. Wiring schematic. Complete, detailed wiring schematic for all systems, based on the contract documents but including cable types, identification by number and color codes, and detailed wiring of connections, both at equipment and between equipment racks and wiring in conduit.

- i. Schematic drawings of any custom circuitry or equipment modifications, including connector pin-outs and component lists.
- j. Terminal strip layouts for all terminal strips to be used in junction boxes or in the equipment racks.
- k. Provide circuiting detail for power distribution within the rack(s) both in the equipment rooms as well as at the control positions.
- l. Fabrication details for all custom panels and devices include materials, finishes and labeling.
- m. Patchbay layouts, including patch point labeling.
- n. Schedule of colors for all equipment and materials including speakers, wall panels, exposed cabling, and custom furniture. Include all information required for coordination of custom colors with Architect.
- o. Network schematic showing logical connections of all network connected devices including IP address and VLAN information. Coordinate with City ITS department for development of VLAN requirements and IP address scheme for AV equipment.
- p. Custom Control Software Programming and User Interface Submittal.
 - i. Provide for approval prior to system installation an electronic copy of the DSP and Control System files, showing all user interfaces and control logic flow diagrams. It is the Contractor's responsibility to provide any and all custom software interface programming for the systems provided under this section.
 - ii. All Custom Software to be the unconditional property of the City, and copies of the files with all passwords to be provided on memory sticks.
- q. Wireless frequency analysis. It is the responsibility of the contractor to coordinate all wireless frequencies.
- r. Assistive Listening/Translation System Analysis. Contractor is responsible for providing documentation showing the Assistive Listening/Translation system meets accessibility requirements of the project location. Contractor is to provide a quantity of receivers per prevailing code.

Contract Closeout Submittals

1. Submit according to conditions of the Construction Contract and Project Manual. Submit all contract closeout documentation within 30 days after substantial completion, unless otherwise noted.
2. Contractor shall work from approved shop drawings only. Note changes made during installation on a single set of drawings. This set of marked up drawings will not leave the jobsite until after the final system commissioning. Submit 2 corrected sets of drawings showing work as installed. All "as-built" drawings to be provided both in electronic form (ACAD 2010 or later; PDF and TIF) and in hard copy (same size as project architectural drawings).
3. Contractor to provide a Project Manual prior to acceptance testing. Provide a minimum of 1 hard copy and one electronic copy. This manual shall contain the following information:
 - a. Table of Contents.
 - b. Contractor's contact information for warranty and/or service.
 - c. A complete list of equipment, both installed and loose gear. Include manufacturer, model number, and serial number for all devices. Include settings (software or

hardware) for any devices that required modification or adjustment during the acceptance testing.

- d. Operating manuals for each device.
 - e. Documentation of all testing results.
 - f. Wireless microphone frequency coordination report
 - g. A USB Drive containing all As-Built drawings in PDF & DWG format.
 - h. Replacement parts lists of major items of equipment.
 - i. Provide a suggested schedule of routine maintenance along with a proposal for contractor to provide routine and emergency/non-emergency call-out maintenance. Schedule should include inspection/testing of software, dates of replacement of all batteries, cleaning of air filters and procedures for checking speaker components.
 - j. Create a quick start guide to provide information specific to the system, such as procedures for system power on/off, patching, different modes of operation etc.
 - i. The guide should convey information specific to the installed system. It is not intended to be a guide on generic sound system operation.
 - ii. Anticipated length of the guide is less than 2 pages front and back.
4. Provide two copies of all software installed on computers or equipment in the system, including all device configuration files on a USB Thumb Drive. One copy is to be furnished to City ITS department.
 5. Produce compact system flow diagrams showing all components, cables, and wire numbers that will be mounted on the wall of each equipment rooms(s). Provide photographically reproducible as-built wiring diagrams at a reduced scale that are easy to handle and fully legible.
 6. Asbestos and PCB Certification: After completion of installation, but prior to Substantial Completion, Contractor will certify in writing that products and materials installed, and processes used, do not contain asbestos or polychlorinated biphenyls (PCB).
 7. Provide a complete list of spares inventory to include quantity, manufacturer, model number, and serial number.

Warranty

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

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

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

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

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

-) City requires 1 hour phone response from 7 AM until 8 PM during normal business days.
-) Please detail options for EMERGENCY response to City Council Chambers on Tuesday evenings from 4 PM – 8 PM within 30 minutes of verifying issue cannot be resolved remotely.
-) Regular inspections of system to ensure latest firmware/software updates are completed in a timely manner and testing of all equipment to ensure in proper working condition.
-) Would require technician attendance to City “State of the City” meeting held once a year in May (dates to be provided each year in advance of meeting) to include technician reporting two hours early to set up, test and troubleshoot any system issues and ensure system is fully operational. Meeting normally starts at 6 PM and lasts until 8 PM.

Proof of Performance – Mock-up

The major components for the complete system is to be setup, tested and demonstrated to the end users in a warehouse to ensure all systems and equipment is working including control panels and video distribution. Existing systems in the Council Chambers must be operational for weekly meetings unless previously arranged with the City staff and adequate provision is made for nonfunctioning systems.

City Council Chamber Scope of AV Systems

Over the past one to two years, the current Council Chamber AV systems have had a variety of equipment failures and problems some of which are attributable to the main control processing unit. In addition to addressing these problems, additional systems upgrades are desired.

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

Video Presentation Screen

The current primary video presentation screen consists of a single rear projection screen, projector and mirror assembly. Provide pricing for the following options to upgrades for the video presentation system:

-) Replace the existing video projector with a new video projector meeting the following specifications:
 - o Native resolution at least 1920x1080
 - o Single chip DLP technology
 - o Laser lamp of at least 5,000 lumen output
-) Provide alternate equipment pricing for providing and installing a direct view LED display meeting the following specifications:
 - o Pixel pitch of 1.5 mm or smaller
 - o Display size of at least 10' x 5.6'
 - o Resolution of at least 1920x1080
 - o Provide spare LED panels equal to 5% of the panel modules

- LED display shall include a manufacturer’s warranty that the product will be free from any defect in materials or workmanship for a period of two (2) years and will include replacement of any needed parts and labor for repair free of charge.
- Installation labor and materials as needed to provide modifications to the video display wall to maintain the current wall appearance.

Council Member and Staff Displays

The current Council and Staff touchscreens to be replaced. Provide pricing for the following:

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

Council Member Name Digital Signage

The current Council and Staff name plate digital signage to be replaced. Provide pricing for the following:

- ⌋ Council member and staff name plate digital signage displays to be replaced with 27” video displays. Display resolution to be at least 1920x1080.

Video Source Inputs

Current video distribution system includes dais mounted inputs at each council member station that are never used.

- ⌋ New system inputs to include VGA (with audio) plus HDMI or the appropriate format input signal at the following locations:
 1. Podium
 2. One at staff location
 3. Council Clerk
 4. House PC
 5. Blu-ray
 6. Podium document camera
 7. Staff document camera
 8. Cable TV feed
 9. Skype PC
- ⌋ At the council member/staff locations where current VGA and HDMI input panels will no longer be needed replace these inputs with USB charging ports (minimum two ports per location).

Video Distribution and Routing

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

- ⌋ Crestron DM NVX series encoders, decoders and network switches
- ⌋ The Clerk now has keyboard and mouse control of the house PC and Skype PC and can preview it on her display. The new system will have a KVM switch with the ability to view and control a local computer in addition to the house PC.
- ⌋ Provide video distribution for the Clerk to be able to preview the house PC, the local pc, the Skype PC, and both document cameras

-) Provide video feeds to all existing and new video displays including the lobby.
-) Keep two DGE processors for preview and control functionality at the clerk plus one of the staff table locations

Sound Reinforcement System

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

-) Existing system DSP to be replaced with a QSC Q-SYS audio DSP or equal
-) Provide DSP programming for optimal performance including interface with the control system
-) Replace existing wireless Shure SLX microphone systems with Shure ULXD microphone systems. System to include a total of 6 desktop microphones, one handheld and one bodypack lavalier microphone for a total of 8 wireless channels. Remote locate antennas in the council room to maximize signal reception and reduce interference caused by other wireless devices in chambers. Please include option to provide 8 wearable “headmic” wireless microphones.
-) Existing Dais microphones to remain in place and be reused. Provide 8 gooseneck extensions for the existing Sennheiser MEG14-40B microphones for use as needed.
-) Move the current podium microphone to a location closer to the speaker. Coordinate exact location with the City.
-) The 3 council mics on the left side of the dais shall be moved to the side of the dais facing the center of the room for better pickup of council members looking toward the center of the room.
-) Provide an audio feed to the lobby, council restrooms and Mayor’s conference room. Provide individual control of each zone.
-) Provide two additional line level audio inputs, one each on either side of the dais.

Audio Recording and Distribution

Additional audio systems upgrades include recording and distribution systems.

-) Provide and install an audio recording appliance that is controlled by the control system that records MP-3 files that can be accessed on the network
-) Provide transformer isolated audio feeds to the following locations:
 - o Two output panels either side of the Dais
 - o Four feeds for ENG camera crews to the media room
 - o Translation room and overflow rooms

Countdown Timer

Upgrades to the countdown timer system includes:

-) Replace the countdown timer display at the podium with a similar size display that is viewable off-axis for someone standing at the podium.
-) Countdown timer functioning and programming as needed per the control system

Control System and Programming

Each seat at the dais will have a new control system touchscreen display. Control system will interface with all equipment and provide functionality as outlined below:

-) Provide a total of 13 control touchscreens at the following locations:

- 5 Council Members (including Mayor)
 - City Manager
 - City Attorney
 - City Clerk
 - Four staff positions
 - Control room
-) Provide 4 levels of control capability:
- Basic functions including voting (YES/NO/ABSTAIN), request to speak, mic mute at those stations that do not currently have hard button mic controls. Voting capabilities for each touch screen should be able to be configured for a certain meeting type by an admin user of the system. All touch screens will have request to speak and mic mute under all configurations. (7" touchscreens)
 - Mayor and Deputy Mayor (seat to the right of Mayor) control panel will provide the basic functions listed above, plus view and clear request to speak notifications (10" touchscreens)
 - The Clerk and one of the staff position panels will have full control, including timer control, the ability to register an "abstain" vote on behalf of a voting member during voting on a particular item, and the ability to set a voting member as "absent" for the duration of a meeting or until changed so that no vote is required by that member. (10" touchscreens)
 - Control room panel will have full control including volume control over all microphones
-) System default timer time is now 5 minutes. Provide 3- and 5-minute "quick select" programming and the ability to manually increase and decrease the time amount in 1-minute increments. The timer displays should count down using minutes and seconds and provide a green/yellow/red visual signal to indicate remaining time (e.g. green until 30 seconds before time runs out, yellow from 30 seconds to 10 seconds remaining, red from 10 seconds to 0 seconds) and include an audible notification when time has expired.
-) The functionality provided by the AV Control System will include but may not be limited to:
- System On/Off (Standby)
 - System power down – manual and/or scheduled
 - Video source selection and routing of AV sources to any of the available video displays
 - Control and scaling of video displays
 - Room audio source selection
 - Room audio volume control
 - Individual microphone level and muting
 - Request to speak (including during voting)
 - Teleconferencing functions including all phone system interface programming
 - Teleconference audio source selection/mixing
 - Teleconference audio volume control
 - Skype computer interface as needed
 - Control of Blu-ray player
 - Control of CATV tuner
 - Control touch panel functions as per the City
 - Zone level/mute

- Press feed mute
 - Transport control of appropriate devices
 - Lighting control
 - Recording control
 - Control of digital audio Council system
 - Any existing functionality currently in system
- J Create menu pages to provide simple “one-touch” system activation, selection of preset operating parameters, as many as may be required to cover the various meeting modes, city council and EOC functions, and a quantity of user-definable presets.
- J Touchscreen programming will provide access to system individual microphone levels, playback control of source devices, microphone equalization, and other functions to be determined in conversations with the City. Certain touch panels will have different control features and level of control.
- The City Clerk and Staff touch panels will have control of all the systems.
- J The control system will provide access to the lighting presets so the entire configuration of the space can be activated using the “one-touch” process.
- J An advanced section will be included allow a means of storing user definable presets that set microphone levels and custom microphone equalization. A library of microphone equalization settings will also be stored.
- J An advanced section will be included to allow a means of storing user-definable presets for up to 15 different meeting configurations that each include the displayed meeting name, set of names (including an option for “blank” or no name) for display on the front nameplates, assignment of the name to each touchscreen, voting capabilities for each touchscreen, and the order in which names appear on the final/completed voting display.
- J Menu pages must be password protected to limit access beyond simple system on/off and preset selection to those trained and qualified for other operations. All passwords and login information and software licenses related to the control systems programming will be provided to the City for their distribution as appropriate among staff and end users.
- J All custom programming configurations and code will remain the property of the City.
- J Prototype control screen templates will be presented to the City and Consultant for review and approval.
- J Beta level control systems programming that have been tested with equipment will be provided for Consultant during mock-up phase.
- J Completed base programming and structure will be tested and operational during system commissioning.
- J The AV Contractor shall provide for up to two City requested revision lists to functionality and GUI layout that will be incorporated into the control system programming during the first year of building operation, after the first systems use. The AV Contractor shall provide these programming revisions without request for additional payments.
- J In addition to the two major programming revisions, the lead programmer(s) shall be present for the first two times each of the systems are used by the City. Assume there will be two to three hours of follow-up programming changes after each of these two events.

Translation/Interpretation, Hearing Impaired

Ensure all current functionality is maintained and that audio feed and control is available.

Room C-101

This room can be used as a stand-alone meeting space or as an overflow room for the council chambers. The room currently has local inputs, a projector and screen and local control panel. New equipment for this room will include:

-) Replace the existing projector and screen with a 70" flat panel 4k resolution display.
-) Update local inputs to include local VGA and HDMI.
-) Provide a local touchscreen control panel that will control local playback volume, overflow audio volume, audio and video source selection and power control.
-) Provide programming to override the local touchscreen panel when a meeting is in progress and controlled through the main chambers system.

Conference room 106

This room can be used as a stand-alone meeting space or as an overflow room for the council chambers. The room currently has local inputs, a projector and screen and local control panel. New equipment for this room will include:

-) Replace the existing projector and screen with a 70" flat panel 4k resolution display.
-) Update local inputs to include local VGA and HDMI.
-) Provide a local touchscreen control panel that will control local playback volume, overflow audio volume, audio and video source selection and power control.
-) Provide programming to override the local touchscreen panel when a meeting is in progress and controlled through the main chambers system.

Lighting

The current architectural and video lighting system has exhibited some intermittent control issues that need to be resolved. Scope will include troubleshooting and repair or replacement of lighting control equipment as needed. Programming of the control of the lighting system will include the following lighting presets:

1. Off
2. Dimmed lighting for video presentations
3. Council Meeting including production lighting
4. Meeting (with no production lighting)
5. Entry/Exit

The facility includes multiple 6-button entry panels to control lighting. Panels are locked out when the system is operational on the main touchscreen. Provide the following lighting systems within the project scope of work:

-) Provide updated programming control of the lighting system
-) Troubleshoot and repair or replace lighting control hardware for the architectural, video and specialty lighting

- J Provide an equipment list and description of the equipment and cabling needed to gain control of the press room, translation room and C-101 lighting into the control system

Production Video Systems

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

Granicus and Video Archiving System

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

(Continued Next Page)

Purchasing Requirements and Guidelines

OWNERSHIP OF DOCUMENTS

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties produced for this project shall be the sole and exclusive property of the City. No such materials or properties produced in whole or in part for this project shall be subject to private use, copyrights, or patent rights by Vendor without the express written consent of the City.

The City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms, or other materials or properties produced for this project.

PUBLIC DISCLOSURE

All proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public review. Under the California Public Records Act (California Government Code Section 6250 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255.

The cover letter of the proposal should contain a paragraph that states whether or not Vendor believes that its proposal does or does not contain information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and whether or not Vendor considers such information to be confidential.

In the absence of a declaration, the City may be obligated to disclose the proposal to any party that requests it. Regardless of assertions of confidentiality, proposal contents may still be disclosed if City, or a court with jurisdiction, determines that such proposal is a public record requiring disclosure.

PROPOSAL & OFFER TO CONTRACT

The respondent, herein sometimes called consultant, contractor, vendor, or supplier submits a proposal and offers to enter into a contract with the City of Chula Vista, herein called City, this 6th of July, 2018 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 proposal forms and specifications attached, and by this reference incorporated herein, Consultant agrees to furnish (Description of service)

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

EMAIL ADDRESS _____

TELEPHONE _____ FAX _____

PRINT NAME _____ TITLE _____

SIGNATURE _____ DATE _____

City of Chula Vista:

Approved by: _____ Date: _____

Gary Halbert, City Manager

Approved as to form and legality:

_____ Date: _____

Glen R. Googins, City Attorney

Disclosure Statement

Pursuant to City Council Policy 101-01, prior to any action on a matter that requires discretionary action by the City Council, Planning Commission or other official legislative body of the City, a statement of disclosure of certain ownerships, financial interests, payments, and campaign contributions must be filed. The following information must be disclosed:

1. List the names of all persons* having a financial interest in the project that is the subject of the application, project or contract (*e.g.* owner, applicant, contractor, subcontractor, material supplier).

2. If any person* identified in section 1. is a corporation or partnership, list the names of all individuals with an investment of \$2000 or more in the entity.

3. If any person* identified in section 1. is a non-profit organization or trust, list the names of any person who is the director of the non-profit organization or the names of the trustee, beneficiary and trustor of the trust.

4. Please identify every person,* including any agents, employees, consultants, or independent contractors, whom you have authorized to represent you before the City in this matter.

5. Has any person* identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, had any financial dealings with an official** of the City of Chula Vista as it relates to this contract, project or application within the past 12 months? Yes____ No____

If Yes, briefly describe the nature of the financial interest the official** may have in this contract.

6. Has any person* anyone identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, made a campaign contribution of more than \$250 within the past twelve (12) months to an official of the City of Chula Vista? Yes____ No____ If yes, which official?

7. Has any person* identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, provided more than \$460 (or an item of equivalent value) to an official** of the City of Chula Vista in the past twelve (12) months? (This includes any payment that confers a personal benefit on the recipient, a rebate or discount in the price of anything of value, money to retire a legal debt, gift, loan, etc.) Yes____ No____

If Yes, which official** and what was the nature of item provided?

8. Has any person* identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, been a source of income of \$500 or more to an official** of the City of Chula Vista in the past twelve (12) months?

Yes _____ No _____

If Yes, identify the official** and the nature of the income provided?

Date: _____

Signature of Contractor/Applicant

Print or type name of Contractor/Applicant

This Disclosure Statement must be completed at the time the project application, or contract, is submitted to City staff for processing, and updated within one week prior to consideration by the legislative body.

* Person is defined as: any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, any other county, city, municipality, district, or other political subdivision, or any other group or combination acting as a unit.

** Official includes, but is not limited to: Mayor, Council member, Planning Commissioner, Member of a board, commission, or committee of the City, and City employees or staff members.

GENERAL CONDITIONS

Award

It is the City's intent to award this contract to a single contractor based on the primary services (as outlined on PlanetBids). However; the city retains the ability to utilize alternate contractor/s in the event the awarded contractor is unable to provide services in the time outlined by the city. The award will be made to the lowest, responsive and responsible bidder who, in the City's sole judgement, has the necessary experience, skill, business standing, equipment, staffing, and financial stability to properly maintain the City's bid. The extent to which the respondent proposes to subcontract work will also be a consideration in award.

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or entirely this RFP, if it is in the best interest of the City to do so. The City further reserves the right to waive any technicalities or minor irregularities in bids received. The City may require the selected respondent to participate in negotiations and to submit such price, technical or other revisions of their proposals as may result from negotiations. The City shall be the sole judge in determining award of contract.

Local Business Consideration

According to the Chula Vista Municipal Code, Chapter 2.56.090, letter G, In accordance with Section 1011 of the Charter, in the event two or more bids are received which are for the same total amount or unit price and in all other respects are equal, the contract shall be awarded to a local respondent. In the event, however, that such tie bids are all from vendors either wholly inside or all outside of the city, then the contract shall be awarded by drawing lots in public. In evaluating bids for award, the City of Chula Vista considers the 1% sales tax allocated back to the City from vendors located in Chula Vista.

Firm Prices

Prices shall remain firm for vehicles specifically listed for a minimum of ninety (90) days from the bid opening date.

PUBLIC DISCLOSURE

All proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public review. Under the California Public Records Act (California Government Code Section 6250 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255.

A cover letter should be provided with the Request for Bid containing a paragraph that states whether or not Vendor believes that its proposal does or does not contain information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and whether or not Vendor considers such information to be confidential.

In the absence of a declaration, the City may be obligated to disclose the proposal to any party that requests it. Regardless of assertions of confidentiality, proposal contents may still be disclosed if City, or a court with jurisdiction, determines that such proposal is a public record requiring disclosure.

Payment Terms

Terms: _____% _____ Days

Prompt payment discounts offered for less than fifteen (15) days will *not* be considered in evaluating bids for award. However, discounts offered of less than fifteen (15) days will be taken if payment is made by the City within the discount period. In the absence of terms, payment shall be Net Thirty (30) Days.

Payment Method

The City is changing our method of making payments. The preferred method is the use of a Credit Card. Is your company authorized to accept payment made with the cards below?

American Express - Yes ____ No ____

MasterCard/VISA - Yes ____ No ____

Are there fees associated with accepting credit cards – _____

Public Agency Participation

Other public agencies (e.g. city, county, public corporation, political subdivision, school district, or water authority) may want to participate in any award as a result of this bid. The City of Chula Vista shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the successful respondent. This option will *not* be considered in bid evaluation. Please indicate whether this will be granted.

Yes _____ **No** _____

Business License

Chula Vista Municipal Code Section 5.02.020 requires all vendors doing business with the City to obtain a Business License.

Signature/Title

Date

This page must be completed and returned with quote.

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 that 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.

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 within 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.
- (c) 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.

Appendix A - Sample Contract

**CITY OF CHULA VISTA
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT
WITH [COMPANY NAME]
TO PROVIDE CITY COUNCIL CHAMBERS - AUDIO/VISUAL SYSTEMS**

This Agreement is entered into effective as of Enter Date (“Effective Date”)¹ by and between the City of Chula Vista, a chartered municipal corporation (“City”) and [Company], Entity Type (e.g. A California Corporation) (“Contractor/Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

WHEREAS, Enter Recitals To Describe Basis For Service – See example below ²; and

WHEREAS, Enter Recitals To Describe Contractor/Service Provider Selection Process – See example below ³; and

Enter Additional Recitals As Needed Or Delete This Line

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

¹ If City Council approved, insert date of City Council approval. Otherwise, insert a date no later than date Contractor’s work commences.

² For example: “WHEREAS, City requires _____ [e.g., landscape maintenance] services in order to _____ [e.g., maintain the public park];” and

³ For example: “WHEREAS, In order to procure these services City solicited proposals in accordance with Chula Vista Municipal Code Section _____ [2.56.080 for contracts exceeding \$100,000; 2.56.090 for contracts of \$100,000 or less; 2.56.110 for “professional services” e.g., architects, lawyers, engineers, environmental], received ___ proposals, and selected Consultant as the most qualified amongst those submitting; and”
[OR, if the project was sole-sourced]

“WHEREAS, In order to procure these services Contractor was chosen based on Contractor’s unique qualifications, including _____; on this basis, Contractor was awarded the contract on a “sole source” basis under the authority of Chula Vista Municipal Code Section _____ [2.56.070.B.4. for contracts approved by City Council; 2.56.090.B.3. for contracts approved at a staff level].”

[OR, if an alternative procurement process is used]

“WHEREAS, In order to procure these services Contractor was chosen _____.”

Consult with the City Attorney’s Office if none of these apply

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the “holdback amount”). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider’s out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City's Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Contractor/Service Provider's general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Contractor/Service Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider’s obligations under this Section 4 is Contractor/Service Provider’s obligation to defend, at Contractor/Service Provider’s own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider’s Obligations Not Limited or Modified. Contractor/Service Provider’s obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider’s obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider’s other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider’s obligations under this Section 4.

4.6 Survival. Contractor/Service Provider’s obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided,

however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all “Work Product” (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City’s value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively “Work Product”) shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider’s unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and

expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

(End of page. Next page is signature page.)

**SIGNATURE PAGE
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

[COMPANY]

CITY OF CHULA VISTA

BY: _____
Enter Name Of Signatory
Enter Title Of Signatory

BY: _____
Choose a signatory.
Choose the signatory's title.

ATTEST⁴

BY:
Kerry K. Bigelow, MMC
City Clerk

APPROVED AS TO FORM

BY:
Glen R. Googins
City Attorney

4 Attestation signature only required if the Mayor signs the Agreement. If Mayor is not signing agreement, delete entire attestation signature block.

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

INSTRUCTIONS: ENTER INFORMATION AS REQUESTED. FOR SECTIONS THAT PROVIDE OPTIONS, SELECT THE CORRECT OPTION. IF YOU WISH TO ATTACH ADDITIONAL INFORMATION RELATED TO EXHIBIT A, PLEASE ATTACH AND LABEL AS EXHIBIT A, ATTACHMENT (1,2, ETC.) **DELETE OPTIONS NOT SELECTED AND ALL INSTRUCTIONS..**

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Enter City Staff Person Name

Enter Mailing Address

Enter Phone Number

Enter Email Address

For Legal Notice Copy to:

City of Chula Vista

City Attorney

276 Fourth Avenue, Chula Vista, CA 91910

619-691-5037

CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:

[COMPANY]

Enter Mailing Address

Enter Phone Number

Enter Email Address

For Legal Notice Copy to:

Enter Contractor/Service Provider Staff Person Name

Enter Mailing Address

Enter Phone Number

Enter Email Address

2. Required Services

A. General Description:

Enter Summary Of Work To Be Performed (e.g. Contractor/Service Provider XYZ Will Provide Customer Service Trainings To City Staff)

B. Detailed Description:

Enter Detailed Information About Each Task To Be Performed, Including Task Description, Associated Deliverables, And Completion Date. May Be Written As Narrative Or Table, As Illustrated Below. Delete Table If Not Used.

Task	Description	Deliverables	Completion Date
1	Example: Conduct trainings for City staff	Provide copy of training materials, sign-in sheet and list of agreed-upon next steps	
2	Enter Additional Lines For Tasks As Needed; Delete Excess Lines		
3			
4			

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin Enter Date and end on Enter Date for completion of all Required Services.

4. Compensation: SELECT ONE OF THE FOLLOWING OPTIONS THEN DELETE ANY OPTION THAT IS NOT APPLICABLE, AS WELL AS THESE INSTRUCTIONS

A. Form of Compensation

Single Fixed Fee. For performance of all of the Required Services by Contractor/Service Provider as herein required, City shall pay a single fixed fee of \$Enter Contract Amount, upon completion of all Required Services to City’s satisfaction.

OR

Fixed Fee Paid in Increments. For the completion of each Deliverable of the Required Services, as identified in section 2.B., above, City shall pay the fixed fee associated with each Deliverable, in the amounts set forth below:

Task No.	Deliverable	Amount

OR

Time and Materials. For performance of the Required Services by Contractor/Service Provider as identified in Section 2.B., above, City shall pay Contractor/Service Provider for the productive hours of time spent by Contractor/Service Provider in the performance of the Required Services, at the rates or amounts as indicated below:

Enter Applicable Hourly Rates

B. Reimbursement of Costs

None, the compensation includes all costs

OR

Invoiced or agreed-upon amounts as follows:
Enter or Attach and Reference Any Agreed-Upon Cost Reimbursements

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through Enter End of Contract Date shall not exceed Enter Amount.

5. Special Provisions: CHECK ANY THAT APPLY OR SELECT "NONE," AND DELETE ALL INSTRUCTIONS.

Permitted Sub-Contractor/Service Providers: List Permitted Sub-Contractor/Service Providers or Indicate "None"

Security for Performance: See City Attorney or Indicate "None" if Not Applicable

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for Insert Number of Terms additional terms, defined as a one-year increment or Enter a Specific Date. if applicable. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to Insert Percentage of Increase or Actual Dollar Amount for each extension. The City shall give written notice to Contractor/Service Provider of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

Other: Describe Special Provisions (Delete Line If Not Applicable)

None

EXHIBIT B

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: ENTER ANY ADDITIONAL TERMS OR "NONE"

EXHIBIT C
CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION

The Political Reform Act⁵ and the Chula Vista Conflict of Interest Code⁶ (“Code”) require designated state and local government officials, including some Contractor/Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractor/Service Providers designated to file the Form 700 are also required to comply with certain ethics training requirements.⁷

- A. Contractor/Service Provider **IS** a corporation or limited liability company and is therefore **EXCLUDED**⁸ from disclosure.
- B. Contractor/Service Provider is **NOT** a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the Contractor shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Contractor/Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on

5 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

6 Chula Vista Municipal Code §§2.02.010-2.02.040.

7 Cal. Gov. Code §§53234, *et seq.*

8 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

an analysis of the services the Contractor/Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Contractor/Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor's requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Enter City Staff Person's Name