



REQUEST FOR PROPOSALS (RFP) FOR AUDIOVISUAL EQUIPMENT UPGRADE AND MAINTENANCE SERVICES

Release Date: January 25, 2018

Mandatory pre-proposal meeting:

February 7, 2018 at 10:00 am

Vista Room, 2nd Floor of the Civic Center

200 Civic Center Drive, Vista CA 92084

Following a brief meeting, there will be a walkthrough at the Civic Center followed by off-site locations. Please allow approximately 2.5 hours for the walkthroughs.

Deadline for Submission: March 6, 2018 at 5:00 pm

Prepared by: Kathy Valdez

kvaldez@cityofvista.com

760-643-5320

REQUEST FOR PROPOSALS

Audiovisual Equipment Upgrade and Maintenance

1. INTRODUCTION

The City of Vista (City) is soliciting proposals from qualified firms to assess the City's current audiovisual systems, recommend improvements, install new equipment, and provide on-going maintenance services on existing and any upgraded equipment.

The Civic Center opened in 2010 with new audiovisual equipment. Since then, changes and additions to the audiovisual system have been made to the City Council Chambers, conference rooms and off-site facilities. The City is in need of a Consultant to inventory the existing equipment, assess the current system for functionality and longevity, and recommend improvements. An identified issue to be addressed is the current system's inability to provide fully automated delayed viewing of City Council meetings on the local cable station.

This RFP includes a description of the proposal requirements, criteria for selection, and the scope of services to be provided by the Consultant.

2. PROJECT DESCRIPTION

The City is seeking a Consultant to provide monthly technical maintenance services to the City's audiovisual equipment in our City Council Chambers and bi-annual technical maintenance services to the audiovisual equipment in the City's Emergency Operations Center/Community Room, conference rooms, Adult Activity Center, and Public Works and fire station training rooms. In addition, the selected Consultant will assess the current audiovisual systems and make recommendations for improvements throughout the term of the contract. Upgrades approved by the City will be made by the Consultant and included in the monthly and bi-monthly technical maintenance services.

3. SCOPE OF SERVICES EXPECTATIONS

The RFP seeks qualifications, a work scope, and fee proposal to provide regular maintenance services to the City's existing audiovisual system, assess the current system and recommend improvements, install equipment/upgrades, and service any upgraded equipment.

A. Maintenance Services:

Council Chambers (Monthly Visits)

- **Projector**
 - o Remove, clean and reinstall filters.
 - o Check lamp life.
 - o Check and adjust mechanical & electrical focus.
 - o Check and adjust all geometry controls.
 - o Testing of the projector and associated parts within its system.
- **Video System**
 - o Check operation of All RGB connections and computer interfaces.

- o Verify operation of all video equipment i.e. Document Camera, DVDs, TV tuners etc.
- o Verify operation of all TV Monitors.
- o Verify operation of Camera system and components.
- **Audio System**
 - o Verify operation of audio connections, microphones, mixers/amplifiers and speakers.
- **Crestron Control Processor, Touch Panels, Switchers, Transmitters and Receivers**
 - o Upgrade firmware as necessary.
 - o Make minor changes such as channel line-up changes.
 - o Run through the whole system to test for all functionality.
- **Lighting**
 - o Check lamp life.
 - o Check and adjust lighting fixtures and focus.
 - o Verify operation of lighting controls and dimmers.
- **Report** detailing system condition and any recommendations or user observations.

EOC / Community Room (Bi-Annual Visits)

- **Projector**
 - o Remove, clean and reinstall filters.
 - o Check lamp life.
 - o Check and adjust mechanical & electrical focus.
 - o Check and adjust all geometry controls.
 - o Testing of the projector and associated parts within its system.
- **Video System**
 - o Check operation of All RGB connections and computer interfaces.
 - o Verify operation of all video equipment i.e. VTCs, DVDs, TV tuners etc.
 - o Verify operation of all TV Monitors.
 - o Verify operation of Camera system and components.
- **Audio System**
 - o Verify operation of audio connections, microphones, mixers/amplifiers and speakers.
- **Crestron Control Processor, Touch Panels, Switchers, Transmitters and Receivers**
 - o Upgrade firmware as necessary.
 - o Make minor changes such as channel line-up changes.
 - o Run through the whole system to test for all functionality.
- **Report** detailing system condition and any recommendations or user observations.

Small Rooms 124,177,321, 326A (Bi-Annual Visits)

- **Video System**
 - o Check operation of All RGB connections and computer interfaces.
 - o Verify operation of all TV Monitors.

- **Audio System**
 - Verify operation of audio connections and speakers.
- **Report** detailing system condition and any recommendations or user observations.

Medium Rooms 223, 224/228, 130/131, 360 (Bi-Annual Visits)

- **Projector**
 - Remove, clean and reinstall filters.
 - Check lamp life.
 - Check and adjust mechanical & electrical focus.
 - Check and adjust all geometry controls.
 - Testing of the projector and associated parts within its system.
- **Video System**
 - Check operation of All RGB connections and computer inter faces.
 - Verify operation of all video equipment i.e. DVDs, TV tuners etc.
- **Audio System**
 - Verify operation of audio connections, mixers/amplifiers and speakers.
- **Crestron Control Processor, Touch Panels**
 - Upgrade firmware as necessary.
 - Make minor changes such as channel line-up changes.
 - Run through the whole system to test for all functionality.
- **Report** detailing system condition and any recommendations or user observations.

Large Rooms 249 and 334 (Bi-Annual Visits)

- **Projector**
 - Remove, clean and reinstall filters.
 - Check lamp life.
 - Check and adjust mechanical & electrical focus.
 - Check and adjust all geometry controls.
 - Testing of the projector and associated parts within its system.
- **Video System**
 - Check operation of All RGB connections and computer interfaces.
 - Verify operation of all video equipment i.e. VTCs, DVDs, TV tuners etc.
 - Verify operation of all TV Monitors.
 - Verify operation of Camera system and components.
- **Audio System**
 - Verify operation of audio connections, microphones, mixers/amplifiers and speakers.
- **Crestron Control Processor, Touch Panels**
 - Upgrade firmware as necessary.
 - Make minor changes such as channel line-up changes.
 - Run through the whole system to test for all functionality.
- **Report** detailing system condition and any recommendations or user observations.

McClellan Adult Activity Center (Bi-Annual Visits)

- **Projector**
 - Remove, clean and reinstall filters.
 - Check lamp life.
 - Check and adjust mechanical & electrical focus.
 - Check and adjust all geometry controls.
 - Testing of the projector and associated parts within its system.
- **Video System**
 - Check operation of All RGB connections and computer interfaces.
 - Verify operation of all video equipment i.e. VTCs, DVDs, TV tuners etc.
 - Verify operation of all TV Monitors.
 - Verify operation of Camera system and components.
- **Audio System**
 - Verify operation of audio connections, microphones, mixers/amplifiers and speakers.
- **Report** detailing system condition and any recommendations or user observations.

Public Works Training Room (Bi-Annual Visits)

- **Projector**
 - Remove, clean and reinstall filters.
 - Check lamp life.
 - Check and adjust mechanical & electrical focus.
 - Check and adjust all geometry controls.
 - Testing of the projector and associated parts within its system.
- **Video System**
 - Check operation of All RGB connections and computer interfaces.
 - Verify operation of all video equipment i.e. VTCs, DVDs, TV tuners etc.
 - Verify operation of all TV Monitors.
 - Verify operation of Camera system and components.
- **Audio System**
 - Verify operation of audio connections, microphones, mixers/amplifiers and speakers.
- **Report** detailing system condition and any recommendations or user observations.

Fire Stations 1, 5, and 6 Training Rooms (Bi-Annual Visits)

- **Projector**
 - Remove, clean and reinstall filters.
 - Check lamp life.
 - Check and adjust mechanical & electrical focus.
 - Check and adjust all geometry controls.
 - Testing of the projector and associated parts within its system.
- **Video System**
 - Check operation of All RGB connections and computer interfaces.
 - Verify operation of all video equipment i.e. VTCs, DVDs, TV tuners etc.

- o Verify operation of all TV Monitors.
- o Verify operation of Camera system and components.
- **Audio System**
 - o Verify operation of audio connections, microphones, mixers/amplifiers and speakers.
- **Report** detailing system condition and any recommendations or user observations.

B. Assessment of current system

- Catalog existing equipment
- Assess the current system for functionality and longevity
- Recommend upgrades within three months of contract execution, and periodically thereafter as needed
- Maintain a list of audiovisual equipment

C. System Upgrade

- Ensure ability to provide automated delayed viewing of City Council meetings on local cable station
- Develop equipment list of recommended items
- After receiving approval from the City, purchase equipment
- Install and maintain upgrades

4. CONSULTANT REQUIREMENTS

The selected Consultant shall obtain a business license with the City of Vista prior to the execution of a contract. Consultant is expected to comply with all applicable federal, state and local regulations. If the Consultant outsources any work or job to a sub-consultant, it will be the prime Consultant’s responsibility to ensure all sub-consultants meet the requirements stated in this RFP. All sub-consultants must be approved in writing by the City prior to outsourcing.

5. PROJECT PROGRESS

The Contract must begin upon approval by the City of Vista, and the Consultant shall commence work after notification to proceed by the City of Vista. The Consultant is advised that any recommendation for contract award is not binding on the City of Vista until the Agreement is fully executed and approved by the City of Vista.

6. PROPOSAL SCHEDULE

The City of Vista's schedule for the selection process is as follows:

RFP release by City of Vista	Thursday, January 25, 2018
Mandatory Pre-proposal meeting Vista Conference Room (followed by walk-through at the Civic Center and off-site locations; ~2.5 hrs)	Wednesday, February 7, 2018 at 10:00 AM

Deadline for questions	Tuesday, February 27, 2018 at 5:00 PM
Proposals due	Tuesday, March 6, 2018 at 5:00 PM
Notice of consultant shortlist	Thursday, March 15, 2018
Consultant interview (if required)	Thursday, March 22, 2018
Notice of consultant selection	Tuesday, April 3, 2018
Complete negotiation of agreement	Monday, April 16, 2018
Contract awarded/executed	Thursday, April 26, 2018

All dates are subject to change. The City of Vista reserves the right to extend the date by which proposals are due.

All questions must be submitted via email to Kathy Valdez at kvaldez@cityofvista.com. Phone calls will not be accepted. Answers to all submitted questions will be provided in an addendum.

Four (4) hard copies (one original and three copies) and one digital copy (provided on USB drive) of the Consultant's proposal must be submitted, with all copies having been signed by an official with the power to bind the company in its proposal and must acknowledge the RFP has been read and understood. To be considered, all proposals must be completely responsive to the RFP.

Proposals must be delivered/received no later than Tuesday, March 6, 2018 at 5:00 PM to:

City of Vista
City Clerk's Office, Attn: Kathy Valdez
200 Civic Center Drive
Vista, CA 92084

Faxed and email copies will not be accepted.

A mandatory pre-proposal meeting will be held at the Vista Conference Room on the second floor of the Vista Civic Center, located at 200 Civic Center Drive in Vista, on Wednesday, February 7, 2018 at 10:00 AM. Following a walk-through at the Civic Center, walk-throughs will be conducted at off-site locations. Please allow for approximately 2.5 hours for the walkthrough.

7. PROPOSAL REQUIREMENTS

Proposals must include the following elements:

1. COVER LETTER - A cover letter must summarize key elements and guarantee that key personnel will be committed to perform the required

tasks throughout the duration of the contract. The cover letter must be limited to two (2) pages and must include a contact name, email, phone number and full address for the Consultant. The cover letter must include a statement that the Consultant can meet the City of Vista's insurance requirements and is prepared to execute the Professional Services Master Agreement (Attachment A) as written, and will not make any changes to the project team without authorization of the City of Vista. In cases, where a team member voluntarily leaves a firm, the Consultant shall provide the City of Vista a proposal for a substitute team member subject to the approval of the City of Vista.

2. COMPANY INFORMATION

- a. Identification of responder;
- b. Legal name and address of the company (partnership, corporation, joint venture, etc.);
- c. Identification of the parent company (if applicable);
- d. Addresses of offices located in San Diego County if any;
- e. Number of employees in San Diego County if any;
- f. Name, title, address and telephone number of person to contact concerning the proposal.

3. PROJECT APPROACH AND SCOPE OF SERVICES

- a. Discuss the Consultant's understanding of the project, and any suggestions or special concerns that the City of Vista and the Consultant should address for a successful project.
- b. Provide a narrative rendition of the technical and management approach proposed for this project.
- c. Provide a detailed Scope of Work of all tasks to be completed.

4. PROJECT TEAM - Identify, and provide resumes of, each key consultant team member to be assigned to this project. Resumes should include key technical training and experience. Please note that key members of the consultant team must be present at any selection interview, if any are necessary. If selected, these key members can only be changed with prior written approval of the City.

Identify those services, if applicable, that will be outsourced to a sub-consultant. Describe the sub-consultants experience in completing similar projects. The prime Consultant will be responsible for verifying the qualifications and validity of all licenses, permits and quality of work for any outsourced work to sub-consultants.

5. EXPERIENCE - Provide three (3) similar projects which your firm has completed within the last 5 years. At least one project must be (or include) a maintenance project and one must be (or include) an installation/upgrade project. Projects currently being performed may be submitted for consideration. Project information should include a brief project description, agency or client name, the year of project completion, and the project cost.
6. REFERENCES - The Consultant shall provide a minimum of three (3) references for similar projects for the prime firm. At least one reference must be from the projects listed in Item 5, EXPERIENCE. At a minimum, each reference must include the client's name and location, number of projects completed for the client, client contact name and phone number.
7. CONFLICTS OF INTEREST – Provide a statement which discloses any past, ongoing, or potential conflicts of interest, which the consultant may have as a result of performing the work for this project.
8. EXCEPTIONS TO RFP - Provide a statement that the Consultant has read, understands, and takes no exception to the RFP or the terms of the City of Vista's Professional Services Agreement, in Attachment A. If the Consultant does take exception(s) to any portion of the RFP, the specific portion to which exception is taken must be identified and explained.
9. ADDENDA TO THE RFP - Provide a statement that the Consultant has received all addenda, and include the addendum numbers and dates.
10. COMPENSATION SCHEDULE - TO BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE – Proposed fee schedule including estimated hours for each member of the consulting team and hourly billing rates, broken down by the service to be provided (i.e. maintenance service of Council Chambers, maintenance service of Fire Station 1 training room, assessment of current system, installation of new equipment, etc.). Equipment will be purchased by the City or negotiated and added to the contract through a contract addendum. The City reserves the right to clarify and further define the scope of work and pricing.
11. All copies must be signed by an individual or, if a corporation, a corporation officer with the power to bind the company or corporation to its proposal. To be considered, all proposals must be completely responsive to this RFP.

8. SELECTION CRITERIA

The City of Vista's consultant evaluation and selection process is based on qualifications-based selection (QBS) for professional services. An evaluation committee appointed by the City Manager will review the proposals.

The criteria and weight for evaluating the proposals submitted will be as follows:

1. 10% - Relevant local experience and reputation of the consulting firm, including a verification of data and references.
2. 10% - Local experience and credentials of key personnel assigned to the project.
3. 25% - Understanding of project objectives and scope of work as evidenced in the written narratives and oral interview (if conducted).
4. 25% - Experience with projects of similar nature.
5. 15% - Staffing capabilities demonstrating that the present workload of the firm and the availability of staff for the project will remain sufficient throughout the duration of the contract.
6. 10% - Consultant's past record of performance in similar projects related to control of costs, quality of work, and adherence to schedule.
7. 5% - The City of Vista's prior experience with the Consultant.

9. STANDARD AGREEMENT

A sample Professional Services Agreement is enclosed for review, as Attachment A. The RFP and the Consultant's Proposals will be attached and become part of the Agreement as exhibits.

Any subsequent changes in the RFP from the date of issuance to the date of submittal will result in an addendum by the issuing office to those parties who have provided the proper notice of interest in responding to the RFP.

The signer of the proposal must declare in writing that the only person, persons, company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and, that the signer of the proposal has full authority to bind the principal proposer.

Please refer to the sample agreement for the necessary amounts of general liability, automotive, worker's compensation and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement. The insurance certificate must include the City of Vista and the City of Vista, its officers and employees as insured or additional insured.

10. ASSIGNED REPRESENTATIVES

The City of Vista will assign a responsible representative to administer the contract, and to assist the Consultant in obtaining information. The Consultant also shall assign a

responsible representative (Project Manager), who must be identified in the proposal. The Consultant's representative will remain in responsible charge of the Consultant's duties from the Notice-to-Proceed through project completion. If the Consultant's Project Manager should be unable to continue with the project, then the Consultant shall notify the City of Vista's representative in writing. The City of Vista's representative shall first approve any substitution of representatives or sub-consultants identified in the proposal in writing. The City of Vista reserves the right to review and approve/disapprove all key staff and sub-consultant substitution or removal, and may consider such changes not approved to be a breach of contract. This breach of contract will not apply if the Project Manager leaves the Consulting firm.

11. RIGHT TO REJECT PROPOSALS

The City of Vista reserves the right to delay the project or reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

The City of Vista reserves the right to extend the due date for the proposal, accept or reject any or all proposals received as a result of this request, negotiate with any qualified consultant, accept or award any combination of the tasks to multiple consultants based on their competencies and capacities, or cancel this RFP in part or in its entirety. The City of Vista may require the selected consultant to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from negotiations.

All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the Respondent. The City of Vista will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Respondent. All proposals submitted to the City of Vista become the property of the City of Vista.

12. DISCLOSURE

All proposals become the property of the City of Vista unless a return is specifically requested as specified in the following section. The City of Vista is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the City of Vista and City of Vista if litigation results.

13. LATE, MODIFIED, OR WITHDRAWN PROPOSAL

Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and it was sent by mail, and it is determined by the City of Vista that the late receipt was due solely to mishandling by the City of Vista after receipt at the City of Vista; or it is the only Proposal received.

Any modification of a proposal, except a modification resulting from the City of Vista's request for "best and final" offer, is subject to the same conditions as the initial submission.

Proposals may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Proposals may be withdrawn in person by the consultant or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the proposal prior the posting of Notice of Intent to Award of contract award.

ATTACHMENT 1

STANDARD CONTRACT FOR PROFESSIONAL SERVICES

CONTRACT FOR PROFESSIONAL SERVICES
TYPE OF SERVICES

THIS “CONTRACT” is entered into by and between the **“Parties”** as of _____
(**“Contract Date”**).

1.0 THE “PARTIES”

The **“City”**:

CITY OF VISTA, a chartered municipal corporation
200 Civic Center Drive
Vista, CA 92084

Working Contact: [workingname](#)
Billing Contact: [billingname](#)

The **“Contractor”**

[NAMEX](#), statusx
[Address1](#)
[Address2](#)

Contact: [contactname](#)

2.0 BASIC TERMS

2.1 The **“Services”** to be performed by Contractor are set forth in the Request for Proposals attached as **Exhibit A**.

2.2 The **“Required License”** for the Services is: [type](#).

2.3 Contractor, an entity holding the Required License, desires to enter into this **“Contract”** with City for the Services.

2.4 The **“Project”** for which the Services are required is described in **Exhibit A**.

2.5 Contractor has submitted to City a Proposal to perform the Services dated [proposaldate](#) (**“Exhibit B”**).

2.6 The **“Contract Ceiling Price”** is: [pricex](#)

2.7 Any references in **Exhibit A** or **Exhibit B** to “Consultant” shall mean Contractor for the purposes of this Contract.

3.0 CONTRACT TERM

3.1 This Contract shall take effect as of the Contract Date.

3.2 This Contract shall be in effect for [xx](#) calendar months (**“Term”**) from the Contract Date. [The Term may be extended at the City’s option for an additional yy months, in increments of City’s choice, for a maximum Term of zz months from the Contract Date.](#)

3.3 City may terminate this Contract upon 30-days’ written notice to Contractor. In such event, or upon request of City, Contractor shall assemble all City documents in the Contractor’s possession, put them in order for proper filing and closing, and deliver the documents to City. In the event of termination, Contractor shall be paid for work performed to the termination date. City shall make the final determination as to the portion of tasks completed and the compensation to be paid.

4.0 SCOPE

Contractor shall perform all Services including, but not limited to, the furnishing of all tools, equipment, materials, software, and supplies, and for furnishing all transportation, services, including fuel, power and water, essential communications, and the performance of all labor, work or other operations, as may be required from time to time, in accordance with **Exhibit A** and **Exhibit B**. In the event of a conflict between the provisions of **Exhibit A** and **Exhibit B**, the provisions of **Exhibit A** shall control.

5.0 COMPENSATION

5.1 City shall pay Contractor for the Services to be performed as set forth in **Exhibit B**.

5.2 An invoice for payment shall be submitted in a form satisfactory to City. At a minimum, the invoice shall include: the purchase order number, the work order number, a description of the work performed, and a total amount.

5.3 Changes in, additions to, or deductions from the Services, including increases or decreases in any item or portion of the Services, shall be set forth in a written change order executed by City and by the Contractor which shall specify:

5.3.1 The changes, additions, and deductions to be made.

5.3.2 The increase or decrease in compensation due the Contractor, if any.

5.3.3 Adjustment in the time of completion, if any.

5.4 Contract Ceiling Price

5.4.1 In no event shall City be liable for paying more than the Contract Ceiling Price for Contractor's services rendered under this contract.

5.4.2 If it becomes foreseeable that Contractor will need to perform services such that the cumulative total of costs to City will exceed the maximum permitted by this Contract, any such cost overrun will be handled pursuant to the change order procedure in Chapter 3.08. City and Contractor recognize that City lacks authority to exceed the cost ceiling without the express authorization of the City Council. If the maximum cost to City for this Contract is exceeded unexpectedly, payment shall be made as mutually agreeable and disputes shall be handled pursuant to this Contract, but work shall cease as soon as is reasonably feasible once the cost ceiling plus allowable change orders, if any, is exceeded.

5.5 Except as provided in **Exhibit B**, Contractor shall not be reimbursed for any expenses incurred in rendering services under this Contract.

6.0 CONTRACT DOCUMENTS

The Contract comprises the following documents including all additions, deletions, modifications and appendices and all addenda setting forth any modifications or interpretations of any these documents: Documents required under **Exhibits A–E**.

7.0 TIME FOR COMPLETION AND COMMENCEMENT OF SERVICES

All Services under the Contract must be completed in compliance with the schedule in **Exhibit A**.

8.0 STANDARD OF PERFORMANCE

8.1 Contractor represents and warrants that it has the training, qualifications, experience and facilities necessary to properly perform the Services required under this Contract in a thorough, competent and professional manner. At all times Contractor shall faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Contract, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Contract.

8.2 Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term of this Contract. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Contract, including any business licenses required by City. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this Section.

9.0 CONTRACTOR'S STATUS; CONTRACTOR'S EMPLOYEES

9.1 Contractor shall perform the services provided for herein in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling. Contractor is not to be considered an employee of City, nor shall any employees of Contractor be considered employees of City, for any purpose. Contractor shall be under the direction and control of City staff only as to the results to be accomplished. This Contract is not intended to create the relationship of partnership, joint venture, or association between City and Contractor.

9.2 Contractor represents and warrants that all professional services required under this Contract shall be provided by a person or persons duly licensed by the State of California to provide those types of services.

9.3 Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

9.4 Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Contractor's officers, employees, agents and subcontractors that are included in this Contract.

9.5 The payment made to Contractor pursuant to this Contract shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this contract. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. City will not make any federal

or state tax withholdings on behalf of Contractor. City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

9.6 Contractor agrees to defend and indemnify City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of City, for work done under this contract. This is a continuing obligation that survives the termination of this Contract.

10.0 CIVIL RIGHTS

10.1 Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted.

10.2 Contractor shall not knowingly deny an opportunity or benefit, discriminate against or harass, any employee or applicant for employment on account of the person's race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, or other status protected from workplace discrimination by state or federal law.

10.3 Contractor shall not knowingly give preferential treatment to any applicant for employment on the basis of race, color, ethnicity, national origin, ancestry, religion, creed, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.

10.4 This section shall be interpreted in a manner that is consistent with the California and United States Constitutions and applicable state and federal statutes governing workplace discrimination. The terms used in this section shall have the same meaning as defined in state statutes governing the same subject matter.

10.5 Nothing in this section shall be interpreted as prohibiting bona fide occupational qualifications consistent with applicable state and federal law and reasonably necessary to the normal operation of Contractor. Nothing in this section shall be interpreted as prohibiting regulations and policies to prevent nepotism or conflicts of interest.

10.6 Nothing in this Section shall be interpreted as prohibiting action taken to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to City.

10.7 To the fullest extent permitted by law and without limitation by the other provisions of this Contract relating to indemnification and insurance, Contractor shall also indemnify, defend and hold harmless City, and its directors, officers, employees and agents from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or

subcontractors of Contractor or its subcontractors, Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this Section survive completion of the services or termination of the Contract.

11.0 CONTROL OF SERVICES

Each Party shall appoint a representative who shall have the authority to represent and act for that Party ("**Representative**"). Any written or verbal directions or requests of City's Representative delivered to the Contractor's Representative shall have the same force and effect as if delivered to the Contractor. The Contractor's Representative shall have the authority to sign any change order, coordinate the work of all subcontractors and make other decisions pertaining to the Contract.

12.0 ASSIGNMENT AND SUBCONSULTING

12.1 Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

12.2 Contractor shall be fully responsible to the City for any acts and omissions of Contractor's subcontractor, including persons either directly or indirectly employed by subcontractor, in the event Contractor subcontracts any of the work to be performed under this contract. Contractor's responsibility under this paragraph shall be identical to Contractor's liability for acts and omissions of Contractor and employees of the Contractor. Nothing contained in this Contract shall create any contractual relationship between City and any subcontractor of Contractor, but Contractor shall bind every subcontractor and every subcontractor of a subcontractor by the terms of this contract applicable to Contractor's work, unless such change, omission, or addition is approved in advance in writing by the City Manager or the City Manager's designee. All subcontractors are subject to the prior written review and approval of the City Manager or the City Manager's designee.

13.0 LICENSES

If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal, state or local law, Contractor warrants that such license has been obtained, is valid and in good standing, and that any required bond has been posted in accordance with all applicable laws and regulations.

14.0 FINANCIAL RECORDS

14.1 Contractor shall maintain any and all documents, ledgers, books of account, invoices, vouchers, canceled checks, or records demonstrating or relating to Contractor's performance of services pursuant to this Contract or evidencing or relating to expenditures and disbursements charged to City pursuant to this Contract. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services

provided by Contractor pursuant to this Contract. Any and all such documents or records shall be maintained for three years from the date of execution of this Contract and to the extent required by laws relating to audits of public agencies and their expenditures. It is expressly understood and agreed that the provisions of this Section will survive termination of this Contract.

14.2 Any and all records or documents required to be maintained pursuant to this Section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Contract or the primary location from which services are rendered, whichever is closer.

15.0 OWNERSHIP OF DOCUMENTS

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of City. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of Services and that Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of Services.

16.0 CONFIDENTIALITY

16.1 Contractor shall treat all information obtained from City in the performance of this Contract as confidential and proprietary to City. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Contract as confidential.

16.2 Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of Services. Contractor will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work to any person other than City, or its own employees, agents or subcontractors who have a need for the information for the performance of Services under this Contract unless such disclosure is specifically authorized in writing by City.

16.3 Contractor's obligations under this paragraph shall survive the termination of this Contract.

17.0 CONFLICT OF INTEREST REQUIREMENT

Contractor agrees that, to the extent applicable, it shall comply with and be bound by all laws and regulations deriving from the relationship of the Contractor to the City, including the Political Reform Act (Government Codes Section 87100 et seq.) Chapters 2.32 or 2.33 of the Vista Municipal Code, the Community Redevelopment Act (Health & Safety Code 33000 et seq.) and all regulations promulgated thereunder (collectively "Conflict Laws"). As a condition precedent to the formation of this Contract, Contractor warrants and covenants that it is adequately informed

regarding the obligations and duties imposed by the Conflict Laws and that to the best of Contractor's knowledge and belief, there exists no conflict of interest (under the laws) that would disqualify the Contractor from participation in any decisions arising out of the performance of this Contract. Prior to commencement of any work in the performance of this Contract, Contractor shall comply with any applicable requirements of Chapter 2.32 of the Vista Municipal Code, including any requirement to file a financial disclosure statement with the City Clerk. Contractor further agrees that no employee, agent or subcontractor for Contractor shall perform any work for the City pursuant to this Contract which will violate the Conflict Laws.

18.0 PROHIBITION OF FINANCIAL INTEREST BY CITY OFFICIAL

Contractor warrants and covenants to City that no City Official has or will have any current or future financial interest in this Contract as of the date approved, nor shall Contractor promise, offer, or enter into any written, oral or implied Contract, to provide any financial interest or remuneration of any kind or manner to any City official with respect to this Contract. For purposes of this Section, the term "City Official" shall mean and include any elected or appointed officer of City, any employee of City, or any spouse or financial dependent of a City official or employee. A violation of this provision shall render this Contract null and void and Contractor shall be subject to restitution of all fees or money paid or earned under this Contract.

19.0 INDEMNIFICATION

Contractor shall defend, indemnify and hold City and its officers, officials, employees, and volunteers harmless against any and all liability, loss, damage, fine, penalty, expense, claim or cost (including without limitation costs and fees of litigation) of every nature (collectively, "Liability") arising out of or in connection with this Contract or its performance, including defects in design, except: (1) Liability caused by City's sole negligence or willful misconduct; or (2) for Liability caused by City's active negligence, in which case the indemnity received by City shall be reduced by the amount: (i) that City's active negligence contributed to the Liability on a comparative basis; or (ii) such other amount as may be required by law ("**Duty of Indemnification**").

20.0 INSURANCE AND BONDS

Contractor shall comply with the insurance provisions set forth in **Exhibit C**.

21.0 SERVICE OF NOTICE

21.1 Any notice, which either Party may desire to give to the other Party, must be in writing and may be given by personal delivery to the Party's Representative or by overnight courier service to the Party's address set forth in Section 1.0. Notice may also be given by mailing it by registered or certified mail, return receipt requested, to the other Party at the address set forth in Section 1.0. Any notice given by mail will be deemed given 48 hours after such notice is deposited in the United States mail, addressed as provided with postage fully prepaid.

21.2 A Party may change its address by giving notice as provided above, and the changed address shall thereafter be deemed to be the address set forth in Section 1.0.

22.0 SPECIAL PROVISIONS

This Contract is subject to, and Contractor shall comply with, the special provisions referenced in **Exhibit E**, if any.

23.0 EXHIBITS

All documents referenced as exhibits in this Contract, or referenced in an exhibit to this Contract, are incorporated herein.

24.0 APPLICABLE LAW, VENUE

This Contract shall be construed and enforced under the laws of the State of California. If any action is commenced by any Party to this Contract, such action shall be filed in a court of competent jurisdiction within the County of San Diego, California.

25.0 MODIFICATIONS

This Contract contains the entire agreement, between the Parties and supersedes all prior negotiations, discussions, obligations and rights of the Parties in respect of each other regarding the subject matter of this Contract. There is no other written or oral understanding between the Parties. No modification, amendment or alteration of this Contract shall be valid unless it is in writing and signed by all Parties.

26.0 EXECUTION

IN WITNESS WHEREOF; the Parties hereto have executed this Contract as of the Contract Date.

“City”

“Contractor”

CITY OF VISTA, a chartered municipal corporation

NAMEX, statusx

By: _____
PATRICK JOHNSON, CITY MANAGER
JUDYRITTER, MAYOR

By: _____

Name/Title

ATTEST:
KATHY VALDEZ, CITY CLERK

By: _____

By: _____

Name/Title

APPROVED AS TO FORM:
DAROLD PIEPER, CITY ATTORNEY

By: _____

RISK MANAGEMENT REVIEW:
DOLORES GASCON, RISK MANAGER

By: _____

**EXHIBIT A
REQUEST FOR PROPOSALS**

**EXHIBIT B
CONTRACTOR'S PROPOSAL**

EXHIBIT C INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, [and for x years thereafter,] insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Nothing in these provisions shall limit Contractor's Duty of Indemnification.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability ("CGL"):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Contractor shall also provide the additional coverages checked below and at least as broad as:

4. **Professional Liability**, with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used), unless otherwise approved in advance by City.
2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to City.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to City for review.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by City before work

commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

[Labor Code §§ 1720, 1771.1, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

NOT APPLICABLE TO THIS CONTRACT

EXHIBIT E
SPECIAL PROVISIONS

This Contract is subject to the following provisions, if checked:

1. State of California grant conditions, as attached.
2. Federal grant conditions, as attached.
3. Other conditions, as attached.