



**REQUEST FOR PROPOSAL  
PROPOSAL NO. P-130000608  
Monday November 16, 2020**

Notice is hereby given that bids will be received at the Purchasing and Contracts Division for **INFORMATION TECHNOLOGY - AUDIOVISUAL CONFERENCE ROOMS UPGRADE** in accordance with this Request for Proposal.

**Mandatory Pre-Bid Job Walk**

A **mandatory** pre-bid job walk will be held at City Hall, 501 Poli Street, Ventura CA 93001 on Tuesday December 22, 2020. For an appointment time please RSVP via email to Nicole Supan, Senior Buyer at [nsupan@cityofventura.ca.gov](mailto:nsupan@cityofventura.ca.gov) no later than Wednesday December 16, 2020 at 2:00PM. Attendance is mandatory in order to submit a proposal. Proposers must participate in the walk-through inspection to familiarize themselves with any conditions that may affect performance and proposal prices.

**\*\*MASKS / FACECOVERINGS AND SOCIAL DISTANCING ARE REQUIRED.**

**Question and Answer Period**

All questions and comments shall be submitted in writing, via email to Nicole Supan, Senior Buyer, at [nsupan@cityofventura.ca.gov](mailto:nsupan@cityofventura.ca.gov), no later than Tuesday January 5, 2021 at 4:00 PM. Any response will be in the form of an Addendum.

**Closing Time and Date**

Bids shall be submitted **ELECTRONICALLY** prior to:

**Thursday January 14, 2021 at 4:00 PM**

Bids received after the scheduled submittal deadline will not be accepted.

Copies of this Request for Proposal and subsequent addenda may be obtained at [www.cityofventura.ca.gov/bids](http://www.cityofventura.ca.gov/bids).

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**City of San Buenaventura**  
**Request for Proposal No. P-130000608**  
**Information Technology - Audiovisual Conference Rooms Upgrade**

**1 Introduction**

The Information Technology Division in the City of Ventura Finance and Technology Department (hereafter referred to as the City) seeks proposals from qualified vendors to upgrade the audiovisual technology in the City's existing conference rooms. The City requires an upgrade that will replace and add all new audio, video, and control components in the dedicated conference rooms in order to successfully hold in-person and virtual meetings.

The City currently has fourteen dedicated conference rooms with a variety of equipment and is looking to install the audiovisual technology recommended to accommodate a multi-use hybrid meeting environment in a total of ten selected conference rooms in addition to a pilot room. These upgrades to the conference rooms will begin with the selected pilot room and be fully completed over the next two years. While some pieces of the existing equipment in several of the conference rooms have been upgraded over the past few years none of the conference rooms have the current technology package needed to fully support virtual meetings so the City is looking to install and invest in state-of-the-art technology going forward. This new technology will enable the City to better leverage the different types of equipment used by staff members and will enable the City to operate much more efficiently. Thus, the City is looking to gather proposals from experienced vendors who understand the technology solutions needed in order to maximize and support the hybrid use of the City's existing conference rooms.

This project will be managed by the Information Technology Division whose goal in the City is to provide reliable, responsive, cost-effective and relevant technology services and counsel to all City departments. The division's primary function is to plan, analyze, develop, operate and maintain computer-assisted systems to support the information processing requirements for the City and is led by the Information Technology Manager.

**1.1 Clarification and Interpretation of RFP**

The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

**1.2 Purpose**

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the vendor's services as they compare to other vendors and as they pertain to the needs of the City's organization as defined in this document.

**2 Background Information**

**2.1 General**

The City of Ventura, incorporated in 1866 as the City of San Buenaventura, has a population of approximately 109,000. The city encompasses approximately 32.1 square

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miles of which 21.7 square miles is land and 10.4 square miles is water. Located in the State of California thirty (30) miles south of Santa Barbara, and sixty (60) miles northwest of Los Angeles, Ventura is a coastal community known for its historic downtown, harbor, pier, golf courses, beaches, parks, and passion for art and culture. The City operates under its own charter with the Council-Manager form of government. Ventura is a full-service city providing police and fire services, parks and recreation, public works, and community development in addition to water treatment and distribution, storm water processing, and wastewater management.

**3 Scope of Work****3.1 General**

A proposal is requested from an experienced vendor to upgrade the audiovisual technology in the City's existing conference rooms. The City will invite qualified vendors for an onsite visit and expects the vendor to identify the appropriate meeting room technology needed to upgrade all the rooms. The primary responsibility of the successful bidder will be to design, purchase, install, and provide training and ongoing technical support for the audiovisual equipment in the City's conference rooms. The City is looking to have the vendor upgrade the technology in the twelve selected conference rooms over the next two years and will start the project with the pilot conference room. This will allow the City to incorporate valuable feedback from staff members and to propose any necessary adjustments to the technology selected for the rest of the conference rooms.

**3.2 Scope of Services**

The vendor must identify the appropriate Meeting Room Technology and include the following in their proposal:

1. Proof of Concept or Pilot – the pilot conference room technology upgrade will be for the City Council Conference room. A quote for POC for the selected technology is required with the vendor's response to this RFP.
2. Subsequent twelve (12) Interdepartmental conference rooms will be upgraded over two years. These rooms are the IT Conference Room, Conference Room Yard Assembly, Conference Room Yard North, Conference Room Anacapa, Conference Room East, Conference Room Santa Cruz, Atrium, Conference Room Professional Standards, CM Personal Room, Community Meeting Room, Detectives Conference Room, and Briefing Conference Rooms.
3. The agreement resulting from this RFP will serve as the contract vehicle for the other Intradepartmental conference rooms if a department chooses to upgrade any additional conference room.
4. The technology selected to upgrade will be the same for all conference rooms to ensure smooth operation, maintenance, and upgrade. Any change of equipment from the selected technology or equipment requires the City's Information Technology Manager's approval.
5. Before the closing date of this RFP, there will be two events.

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- i. The first event is an onsite visit to all conference rooms (All COVID-19 restrictions will need to be followed by all onsite participants).
  - ii. The second event will be scheduled to demonstrate/showcase the recommended technology and equipment. This will be onsite at the vendor's facility (All COVID-19 restrictions will need to be followed by all onsite participants).
- 6. The expected outcome of the project - Features expected in the upgraded conference rooms.
  - i. Meeting room upgrade plan/design
  - ii. Determining the required capacity of the equipment.
  - iii. Physical and equipment design for each room.
- 7. Equipment procurement, installation, and deployment - Physical setup of rooms; signage, including wiring; integration with HVAC, lighting, and one-touch capability to join Microsoft Teams, WebEx, and Zoom Meetings.
- 8. Training, Operations, Maintenance, and Support - Local admin/master and user training programs (online).

### 3.3 Deliverables

Vendor must meet the following minimum deliverables of the proposed physical set-up of the conference rooms:

- 1. Display Technology – Minimum 2 screens – 1 for video and 1 for content sharing (1080p minimum, 4K preferred)
- 2. Audio, Video (AV) and Microphone Technology – Echo free, Audible with clarity.
- 3. Environment – Control and management of Schedule, Display, Microphone, AV, Ambient elements (light, HVAC, windows controller – ambient light sensor).
- 4. HDMI connectivity, power, and ethernet hub installation at the center of the table as well as wireless screen sharing options.
- 5. Meeting Software Platform – Microsoft Teams, WebEx, and Zoom. Vendor will provide a list of meeting solution features and include all features available for each platform (screen sharing, one touch to join, proximity, room capacity limit enforcement, all optional deliverables etc.)
- 6. Unified Admin Console – to allow health checks, possible self-healing, and per-room metrics.

Optional deliverables - the vendor can choose to exceed the City's expectations by designing and proposing a Video Conference Room with AI experience.

- 1. The vendor may also include smart devices to access Virtual Meeting Assistants – ability to control the equipment through voice, for example through Alexa, Siri, Cortana etc. by using commands.

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- a) Join the meeting
- b) Start call
- c) Share my screen
- d) Start recording
- e) Mute everyone

**2. Intelligent Pairing with Proximity Detection.**

- a) Sensors detect that a user has entered the conference room.
- b) Upon detection, the videoconference system awakens and greets the user with a natural language interaction and presents guidance on how to proceed with starting or joining the desired meeting.
- c) Through the intelligent pairing of the user's PC or mobile device, the videoconference system identifies the user and interrogates the calendar invites to determine the meeting scheduled at that time.
- d) The user is presented with a single touch "join" button on their PC or mobile app or can use their voice to join the meeting (as described above).
- e) The videoconference system joins the desired meeting, and if the room is equipped with wireless presentation technology, the system can also pair the user's device to the video screen for content sharing.

**3. Improve video meeting and experience.**

- a) Facial Recognition - The meeting solution will recognize the attendee faces by matching the images to stored facial images in the corporate directory. It can then label the facial images with their names so remote participants will be able to better identify the individuals sitting in the other conference rooms as well as label speakers in the transcripts. The additional feature can assist further in answering the below questions:
  - i. How many people are attending meetings in conference rooms?
  - ii. Who in the organization attends those meetings?
  - iii. User sentiment based on facial expression.
- b) Intelligent video framing – Intelligent video framing dynamically reframes the scene to capture the optimal field of view based on the number of people in the conference room, their location within the conference room, and the meeting room size. With digital pan-tilt-zoom (PTZ), it's all accomplished without distracting mechanical camera noise or movement.

**4. Improve audio quality.**

- a) Background Noise Cancellation - AI-inspired feature called background noise cancellation is available that can distinguish between the human voice and other sounds and automatically cancel out all sound waves except those generated by the speaker's voice.

- b) Spatial Audio - Spatial audio gives the listener a sense of space beyond conventional stereo, allowing the user to pinpoint where a sound is coming from, whether this is above, below, or a full 360 degrees around them.

#### **4 Timeline**

The vendor selection process will follow the timeline shown below. Estimated key milestone dates for the competition of the project are also included:

<b>Request for Proposals Issued:</b>	Monday November 16, 2020
<b>Mandatory Pre-bid Job Walk:</b>	Tuesday December 22, 2020 by Appointment ONLY
<b>Deadline for Submitting Questions:</b>	Tuesday January 5, 2021 at 4:00PM
<b>Proposal Submission Deadline:</b>	Thursday January 14, 2021 at 4:00PM
<b>Vendor Demonstrations</b>	Wednesday January 27, 2021
<b>Completion of Selection Process:</b>	Thursday February 4, 2021
<b>Planned Award of Contract:</b>	Monday March 1, 2021

#### **5 Instructions to Bidders**

##### **5.1 Consideration for Selection**

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of Offeror's ability to provide the services that can best satisfy the requirements herein and the needs of City. Elaborate or unnecessarily lengthy documents are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information in the proposal must be responded to; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Answer/Responses that must be uploaded should use 8 1/2" X 11" sheets. Assemble and present your proposal response in the order that the items are listed, identifying each response by the corresponding number.

- 1) Cover Letter/Signature on Proposal

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A cover letter, which will be considered an integral part of the proposal, will be signed by individual(s) who is/are authorized to bind vendor contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter will designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title, address, telephone number, fax number and email address.

**2) Vendor Background and Qualifications/Availability**

This section should identify the following:

- A description of the vendor's background, nature of business and organizational history.
- A statement of how long the vendor has been providing support as required by this RFP.
- A description of key personnel and their position within the organization.

The Vendor Background section should not exceed three (3) pages

**3) Governmental Client References**

Vendor must provide a minimum of three (3) references from local government agencies. For each reference, vendor should provide the following information:

- Entity name.
- Customer technical and functional contact information (name, title, phone, and email).
- Scope of work performed identifying the services provided.

**4) Payment Terms**

Vendor will include their proposed fees for the equipment and services requested.

**6 Contract Terms and Conditions****6.1 Agreement Terms**

The term of the Agreement shall be from February 2021, or the date both parties execute this Agreement (the "Effective Date") and ending June 2022.

Option to Extend for Good Performance: The City may, at its option, and with the approval for the Contractor, extend the period of the agreement for three (3) one-year periods, in accordance with the scope of work and general terms and conditions of the Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.



**Information Technology - Audiovisual Conference Rooms Upgrade****6.2 Form/Contract Requirements**

It is the intent of the City that the contractual relationship between the selected consultant firm(s) and the City will result in Professional Service Agreement(s) (PSA). A sample PSA form is included as Attachment A of this RFP. In developing a proposal, the consultant firm should carefully review the sample agreement and take into consideration the rights, obligations and cost associated therein. Any change that the consultant desires to terms of the PSA (including the insurance and indemnification) must be clearly specified in the submitted proposal. Provide a statement of agreement with the attached PSA form agreement or recitation of edits required for proposer to execute the contract.

**6.3 Insurance and Indemnification Requirements**

Evidence of insurance coverage that meets City requirements. See Attachment C (Insurance Requirements) of this RFP.

The selected Consultant(s) will be required to obtain a Certificate of Insurance during the negotiation of the contract, as per attached insurance requirements (Attachment C) and maintain current insurance coverage throughout the contract duration. The Consultant(s) will be further required to indemnify the City as provided on the insurance form.

There shall be no modification to the insurance requirements required by the City of Ventura.

Without the above stated evidence of insurance for the additional endorsement, the contract cannot be signed, and the City reserves the right to reject selected consultant.

**6.4 Ownership of documents**

Successful bidders must provide an acknowledgment that upon submittal of work product to the City, the City will become the sole owner of said work product.

**6.5 Selection Process and Proposal Evaluation**

All proposals received by the City on or before the deadline listed above will be reviewed to determine whether they meet the minimum requirements of the RFP.

All proposals received by the deadline will undergo an evaluation process conducted by City staff. They will be reviewed to determine whether they meet the requirements of this RFP. The City will consider the following factors in the evaluation process, ranked in no specific order, and will render a decision based on the perceived best fit and best value for the engagement. Fees will be one of the determining factors in this decision but will not be the primary determinative. All proposals will primarily be evaluated based on the below criteria:

- Overall User Experience
- Cost Efficiency
- Operational Efficiency
- Proposed Vendor Timeline

The following will also be considered in the evaluation:

- Relevant knowledge, experience and qualification of firm and team members including established record of success in similar work in the public sector
- Willingness to negotiate contract terms
- References from other State, Local, or Federal Governments
- Adherence to RFP submission requirements

Proposals that contain false or misleading statements or that provide references which do not support an attribute or condition claimed by the proposer will be rejected. Issuance of the Request for Proposal creates no obligation to award a contract or to pay any costs incurred in the preparation of a proposal. Nothing in this RFP or any resulting contract shall preclude the City from procuring services similar to those described herein from other sources. During the evaluation process, proposers may be requested to provide additional information and/or clarify contents of their proposal. Other than information requested by the City, no proposer will be allowed to alter the proposal or add new information after the filing date.

## **7 Proposal Submission**

City Hall located at 501 Poli Street, Ventura, CA 93001 has been closed to the public until further notice due to the COVID-19 outbreak. City Hall is **NOT** accepting deliveries in any form. Please refer to the instructions below for submitting your proposal on or before January 14, 2021 at 4:00 PM. Proposals received after 4:01 PM will not be accepted.

Until further notice Purchasing and Contracts will only accept electronic bid submittals. Please follow the Instructions on how to utilize the Form Center to submit your bids/proposals.

- I. Go to <https://www.cityofventura.ca.gov/FormCenter/Purchasing-13/Bid-Opportunity-93>
- II. Enter all the fields listed. "Bid Number" is the only ***required*** field but we are asking bidders to fill in all the fields.

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Bid Opportunity

Save Progress

Name

Email Address

Address

City

State

Zip Code

Phone Number

Fax Number

Bid Number\*

Submit your file here

Choose File No file chosen

☐ Will you be submitting more than 1 file?

☐ Receive an email copy of this form.

Submit

\* indicates a required field

Help

- III. Select "Browse..." to upload your bid/proposal. **NOTE: Each file size cannot exceed 20 MB.**
- IV. Check "Receive an email copy of this form" and enter your email address.
- V. Select Submit.
- VI. You will receive an email in addition to the following message on the Form Submission Confirmation webpage.  
"Your Form Has Been Submitted Successfully"  
Thank you for your submission.

*We will respond to your inquiry as soon as we can, if necessary.  
For additional information, please contact our office."*

If you have any questions or concerns about this process, please email the purchasing representative.

**PROPOSAL AUTHORIZATION SHEET****Request for Proposal No. P-130000608****Information Technology - Audiovisual Conference Rooms Upgrade**

1. City of Ventura Business License No. \_\_\_\_\_ Required for Successful Bidder (\*\*Business License MUST be obtained upon award of project.)
2. Discount for payment of invoice within 30 days of receipt is \_\_\_\_%.
3. This is to certify that I have carefully reviewed the City of San Buenaventura's **Request for Proposal No. P-130000608** including all attachments, exhibits, schedules, and addenda (as applicable) and agree to full compliance with the terms and conditions included therein unless otherwise clearly indicated in writing on a separate document any exception my firm is making to these specifications. Therefore, I, the undersigned, hereby agree to **RFP NO. P-130000608 Information Technology – Audiovisual Conference Rooms Upgrade** in the proposal complete as specified, if awarded this bid, within the time specified and at the price quoted therein and without any additional charges to the City of San Buenaventura.

\_\_\_\_\_  
COMPANY NAME\_\_\_\_\_  
PHONE NUMBER\_\_\_\_\_  
FAX NUMBER\_\_\_\_\_  
COMPLETE MAILING ADDRESS\_\_\_\_\_  
EMAIL ADDRESS\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED COMPANY OFFICIAL\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATE**ATTACHMENTS**

- A. City of San Buenaventura General Provisions for Standard Form Contracts
- B. Sample Professional Services Agreement
- C. Insurance Requirement

## ATTACHMENT A

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

*Please Read Carefully*

*These provisions are part of your Bid/Proposal/Quotation and any resultant Contract*

#### **Definitions:**

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

#### **The Bidder agrees that:**

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

#### **1. Federal Funding:**

☐ Check this box if the contract is funded by a federal grant or cooperative agreement program, either directly or indirectly. If checked, Attachment "C" must be included with and applies to these Provisions. (*Indirect funding is when the City of San Buenaventura receives federal funding through a source other than the federal government. E.g. the federal government provides funding to the State of California and the State then passes the funding through to a local government entity such as the City of San Buenaventura.*) In the event of any contradictions or inconsistencies between Attachment "C" and these provisions, the terms of Attachment "C" shall control.

#### **2. Prices:**

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

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

#### **3. Bidder's Security: NOT REQUIRED**

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

#### **4. Faithful Performance Bond: NOT REQUIRED**

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

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**5. Items Offered:**

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

**6. Brand Names:**

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the Bidder. They are guidelines to minimum qualifications. The Bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications, or where submitted literature does not fully support the meaning of the specifications, must be clearly cited in writing by the Bidder.

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

**7. Samples:**

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

**8. Verification of Quotations:**

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

**9. Firm Prices:**

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

**10. Alternative Bids:**

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

**11. Confidential Information:**

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

**12. Quality:**

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

**13. Tropical Hardwoods:**

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

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**14. Modification or Withdrawal of Bids:**

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

**15. Late Bids:**

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

**16. Mistake in Bid:**

(a) If the Bidder discovers a mistake in the bid prior to the hour and date specified for receipt of bid, Bidder may correct the mistake by modifying or withdrawing the bid in accordance with Section 14 above.

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

**17. Signature:**

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

**18. Litigation Warranty:**

The Bidder warrants that Bidder is not currently involved in litigation or arbitration concerning the materials or performance relative to the same or similar material or service to be supplied pursuant to this bid. Bidder further warrants that no judgments or awards have been made against Bidder on this basis. Disclosure to the City in the bid or failure to disclose to the City in the bid of pending litigation, arbitration, judgment, or award involving the same or similar material or service as to be supplied herein may disqualify the Bidder. The City reserves the right to consider the facts surrounding such disclosure and, in the event the bid is awarded to Bidder, to require Bidder to furnish the City with a surety bond pursuant to Section 3, above.

**19. Royalties, Licenses and Patents:**

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

**20. 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.

**21. Warranties:**

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

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the goods or equipment provided by Bidder under this bid, regardless of whether Bidder is an agent, broker,

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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.

**22. Addenda:**

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

**23. Taxes:**

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

**24. Living Wage Requirements:**

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

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

**25. Prevailing Wage Requirements:**

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

For information, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

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

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

**26. Conflict of Interest:**

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

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

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

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**27. Gratuities:**

The City may rescind the right of the Bidder to proceed under this Contract 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 Contract or securing favorable treatment with respect to performance of this Contract.

**28. Insurance:**

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

**29. Indemnification:**

As a separate and independent covenant from Bidder's obligations under Section 28 hereof, Bidder shall indemnify, protect, defend with counsel acceptable to the City, and hold City and City's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Bidder's performance of its services pursuant to this Contract. In the event City and/or any of City's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, Bidder shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

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

The Bidder's obligations under this Section of the Contract shall survive the termination of the Contract.

**30. Award of Contract:**

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

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

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

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

**31. Request for Proposal (RFP) Submittals:**

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

**32. Protests:**

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

**33. Documentation:**

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

**34. Document Ownership:**

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

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

**35. Advertisements, Product Endorsements:**

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

**36. Optional Cooperative Purchase Agreement**

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

**37. City Provisions to Prevail:**

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

**38. Invalid Provisions:**

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

**39. Lawful Performance:**

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

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**40. Venue:**

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

**41. Small Local Business Purchasing Preference:**

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

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

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

# CITY OF VENTURA PROFESSIONAL SERVICES AGREEMENT

**CITY OF SAN BUENAVENTURA AND \_\_\_\_\_**  
**AGREEMENT NO. \_\_\_\_\_**

**By this Professional Services Agreement** ("Agreement"), the City of San Buenaventura ("CITY") agrees to engage the services of CONSULTANT (identified below), and CONSULTANT agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

**1. FEDERAL FUNDING.**

- ☐ Check this box if the Agreement is funding by a federal grant or cooperative agreement program. If checked, Exhibit D must be included with and applies to this Agreement. (*Indirect funding is when the City of San Buenaventura receives federal funding through a source other than the federal government. E.g. the federal government provides funding to the State of California and the State then passes the funding through to a local government entity such as the City of San Buenaventura.*) In the event of any contradictions or inconsistencies between Exhibit D and this Agreement, the terms of Exhibit D shall control.

**2. SUMMARY DESCRIPTION OF SERVICES.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. PARTIES:**

- A. CITY OF SAN BUENAVENTURA ("CITY"), a charter city and municipal corporation of the State of California, located at 501 Poli Street, Ventura, CA 93002
- B. CONSULTANT: \_\_\_\_\_, a(n) [capacity] \_\_\_\_\_,  
Address: \_\_\_\_\_

**4. TERM OF AGREEMENT:** From (Date): \_\_\_\_\_ ("Effective Date") To (Date): \_\_\_\_\_

Extension – Initial term, plus any option to extend shall not exceed a total of 5 years. A partial year shall count as one year:

\_\_\_\_\_

**5. AGREEMENT AMOUNT:** \$ \_\_\_\_\_ (Include amount anticipated for all extensions and increases).

**6. DESIGNATED REPRESENTATIVES.**

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

<u>CITY</u> Designated Representative: _____	<u>CONSULTANT</u> Designated Representative: _____
--	--

Name:	Name:
Title:	Title:
Phone:	Phone:
Email:	Email:
Mailing Address (if differs from above):	Mailing Address (if differs from above):

## **7. CONTRACTUAL PREREQUISITES:**

**7.1.** This Agreement must first be approved as to form by the City Attorney, then executed by the CONSULTANT, and finally executed by an authorized person on behalf of the CITY.

**7.2.** A request for modification of the terms herein must be made in writing and presented to the Designated Representative prior to the time this Agreement is submitted to the City Attorney's office for review and approval.

**7.3.** All proof of business license, insurance, and/or W-9 forms is required prior to execution of this Agreement.

## **8. CONSULTANT'S SERVICES.**

CONSULTANT shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 18 of this Agreement.

## **9. COMPENSATION.**

CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 18 of this Agreement.

## **10. PAYMENT.**

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. CONSULTANT shall submit an invoice to the CITY at the following address:

City of San Buenaventura  
Attention: Accounts Payable Office  
501 Poli Street, Rm 106  
Ventura, CA 93001

The invoice submitted pursuant to this paragraph shall show the CITY's Purchase Order number and Agreement number. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

#### **11. COMMENCEMENT OF PERFORMANCE.**

CONSULTANT shall not perform any work under this Agreement until: (i) CONSULTANT furnishes proof of insurance as required under Sections 6 and 21 of this Agreement, and (ii) CITY provides CONSULTANT a signed Professional Services Agreement, which shall serve as a Notice to Proceed. All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

#### **12. STATUS OF CONSULTANT.**

The Parties agree that CONSULTANT (and any subconsultants), in performing the services herein specified, shall act as an independent contractor and shall have control of all work for which CONSULTANT is responsible, and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under contract with CITY, provided that such work does not create a conflict of interest. CONSULTANT shall have no right or power to bind the CITY to any contracts or agreements with third parties. CONSULTANT is not an agent or employee of the CITY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits CITY provides for its employees. However, the CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

In the event CONSULTANT or an employee, agent, or subconsultant of CONSULTANT providing services under this Agreement is determined by a court of competent jurisdiction with the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONSULTANT shall indemnify, protect, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or their employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which might otherwise be deemed the responsibility of the CITY.

#### **13. LAWFUL PERFORMANCE.**

CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate

permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

#### **14. SAFETY REQUIREMENTS.**

CONSULTANT shall not perform any services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

#### **15. OWNERSHIP OF CONSULTANT'S WORK PRODUCT.**

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONSULTANT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

**15.1. Records and Inspections.** The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

**15.2. Deliverables.** CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT by the CITY.

**15.3. Ownership – Generally.** All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY

may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

**15.4. Ownership of Documents.** Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

**15.5. Confidentiality.** CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

**15.6. Disclosure of Information.** CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

## **16. NON-APPROPRIATION OF FUNDS.**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT's services beyond the current fiscal year, and if no funds are legally available from other sources to lawfully make the payments, this Agreement 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 current original or renewal term. The CITY will provide notice of its inability to continue the Agreement at such time as the CITY's Designated Representative is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the contract.

## **17. TERMINATION OF AGREEMENT.**

At any time, with or without cause, the CITY shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to CONSULTANT pursuant to Section 30 of this Agreement, and such termination shall be effective immediately upon giving notice. There shall be no period of grace after giving the notice of termination. Upon termination, CITY shall be liable to CONSULTANT only for work done by CONSULTANT

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up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) days' written notice.

#### **18. OPTION TO EXTEND AGREEMENT.**

When in the CITY's best interest, this Agreement may be extended on a daily, month-to-month, annual, or other basis by modification pursuant to Section 18 of this Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years.

#### **19. MODIFICATION OF AGREEMENT.**

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and subject to compliance with the San Buenaventura Municipal Code, sections 4.600.190 and 4.500.020.

#### **20. ASSIGNMENT.**

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

#### **21. INDEMNIFICATION & HOLD HARMLESS.**

As a separate and independent covenant from CONSULTANT's obligations under Section 21 hereof, CONSULTANT shall indemnify, protect, defend with counsel acceptable to the CITY, and hold CITY and CITY's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to CONSULTANT's performance of its services pursuant to this Agreement. In the event CITY and/or any of CITY's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, CONSULTANT shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

CONSULTANT also understands and agrees that it is being employed to perform the services provided for by this Agreement because of CONSULTANT's professed expertise

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

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

## **22. INSURANCE.**

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

## **23. LIVING WAGE REQUIREMENTS.**

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code (the "Code") entitled, "Living Wages and Benefits for City Services" (a copy of which is available upon request), CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. **PLEASE NOTE, with respect to Federal contracts, other requirements may apply, in which case, the highest of the federal Prevailing Wage, state Prevailing Wage and local Living Wage prevails.**

## **24. COVENANTS AND CONDITIONS.**

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

## **25. NOTICE OF BREACH AND OPPORTUNITY TO CURE.**

Neither Party will be deemed to be in breach of this Agreement based on a breach that is capable of being cured until it has received written notice of the breach from the other Party. The Party charged with breach will have fifteen (15) days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the

date on which the Party received notice of breach, the non-breaching Party may terminate this Agreement.

## **26. WAIVER.**

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

## **27. DISPUTES.**

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

## **28. DISPUTE RESOLUTION.**

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. within a reasonable time not to exceed forty-five (45) 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 either by 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.

## **29. TAXPAYER IDENTIFICATION NUMBER.**

CONSULTANT shall provide CITY with a completed Request for Taxpayer Identification Number and Certification as issued by the Internal Revenue Service.

### **30. USE OF THE TERM "CITY."**

Reference to "CITY" in this Agreement includes the CITY, its City Manager, or any authorized representative acting on behalf of the CITY.

### **31. NOTICES.**

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

### **32. FORCE MAJEURE.**

Neither the CONSULTANT nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

### **33. GOVERNING LAW.**

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

### **34. SEVERABILITY.**

In the event that any one or more of the provisions of the CITY's standard contract terms and conditions shall be found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect and be enforceable.

### **35. INTEGRATED AGREEMENT.**

This Agreement and the attached exhibits to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

### **36. NO THIRD-PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

### **36. AUTHORITY TO EXECUTE.**

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

### **37. EXECUTION – COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

### **38. INCONSISTENT OR CONFLICTING TERMS.**

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

### **39. ACKNOWLEDGEMENT.**

By signing below, CONSULTANT acknowledges that it has reviewed the terms and conditions and insurance requirements of this professional services agreement and that CONSULTANT hereby agrees to full compliance.

**Signatures Follow**

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

**CITY OF SAN BUENAVENTURA**

**[CONSULTANT NAME]**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM  
GREGORY G. DIAZ, CITY ATTORNEY  
PER SBMC, SECTION 4.600.050

Any modification to this pre-approved  
Standard Form requires further  
review and approval by the City Attorney.

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT  
(City of San Buenaventura and \_\_\_\_\_)**

**SCOPE OF SERVICES**

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**EXHIBIT B**

**PROFESSIONAL SERVICES AGREEMENT  
(City of San Buenaventura and \_\_\_\_\_)**

**SCHEDULE OF COMPENSATION**

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**ATTACHMENT C**  
**INFORMATION TECHNOLOGY SERVICE**  
**AGREEMENTS INSURANCE REQUIREMENTS**

Prior to contract approval, Consultant must procure, agrees to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

**1. Required Coverage Types and Limits**

a) Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the contractor's activities. Commercial General Liability (CGL) per Occurrence Commercial General Liability Aggregate or Combined Single Limit	\$2 million \$4 million
b) Auto Liability for owned, hired and non-owned vehicles per Occurrence (or non-owned & hired if contractor has no autos).  Auto Liability Aggregate or Combined Single Limit	\$1 million
c) Worker's Compensation <i>with a Waiver of Subrogation in favor of the City</i> Employer's Liability	Statutory Limits \$1 million
d) Crime/Employee Dishonesty Policy <i>The Crime policy shall name The City of San Buenaventura as Loss Payee.</i>	\$2 million
e) Cyber Liability Policy with Network Security/Data Privacy Coverage	\$2 million
f) Technology E&O / Technology Professional Liability	\$2 million

**2. Insurance Policy Provisions, Endorsements and other Requirements**

**Consultant agrees to comply with the following additional requirements with respect to the insurance:**

- g) Liability Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City. As such, a Primary and Non-Contributory Endorsement (with coverage at least as broad as ISO CG 20 01 04 13) is required on all liability policies.
- h) Consultant waives its right of subrogation against the City. As such, a Waiver of Subrogation Endorsement is required on the Consultant's Worker's Compensation policy.
- i) A "Blanket" Additional Insured Endorsement (a/k/a "automatic additional insured endorsement") attached to the Commercial General Liability policy covering premises liability, ongoing operations, product liability and completed operations is required. If a "Blanket" endorsement is not available, Consultant may submit a combination of the following endorsements:  
An Additional Insured Endorsement covering Premises and Ongoing Operations CG 20 10 04 13 or its equivalent (CG 20 26, CG 20 33, or CG 20 38) AND an Additional Insured Endorsement covering Completed Operations CG 20 37 04 13.

- j) Insurance Policies must be issued by an insurance company licensed to do business in the State of California with an *AM Best* rating of not less than A:VII.
- k) Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City.
- l) The Description section of the Certificate must include the following language:  
*The City of San Buenaventura, its officers, officials, agents, employees and volunteers shall be named as an additional insured under the General Liability and Auto Liability policies. All Liability policies are primary and Non-Contributory. Waiver of Subrogation applies to the Worker's Compensation policy. 30 day notice of cancellation will be provided to the Certificate Holder.*
- m) A Certificate of Insurance must include the following language in the Certificate Holder section:  
*City of San Buenaventura, its officers, officials, agents, employees and volunteers P O Box 99  
Ventura, CA 93002*
- n) Consultant will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be submitted to the City within 10 days of renewal.
- o) Consultant shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance and any required endorsements evidencing all of the coverages required. Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.
- p) Consultant shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for any legal action between Consultant and City, between Consultant and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, officials, employees, agents, or volunteers.
- q) Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross-liability exclusion and no Consultant limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.
- r) Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverage.
- s) Coverage shall be written on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Consultant shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated. Such insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement and shall cover Consultant for all claims made by City arising out of any errors or omissions of Consultant, or the officers, employees or agents of Consultant during the time this Agreement was in effect.
- t) Consultant shall require all sub-Consultants or other parties hired by Consultant to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and

submit evidence of all such insurance. Consultant shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. No contract used by any Consultant, or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Consultant shall provide City with all agreements with sub-Consultants or others with whom Consultant contracts with on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

- u) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Consultant, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Consultant pursuant to this Agreement.
- v) Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual, or entity designated as the address of the project or services provided for by this Agreement. Insurance coverage limits are subject to change based on the unique liability associated with each project over and above standard coverage limits at the discretion of the City's Risk Manager or their designee.
- w) Consultant shall provide immediate notice to City of any claim against Consultant or any loss involving Consultant that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.
- x) In the event of any loss that is not insured due to the failure of Consultant to comply with these requirements, Consultant will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.

**Please note:**

- y) Automobile Liability insurance is not required if the Consultant and its employees does NO traveling in providing services for completion of the Agreement. (e.g. telecommuting). If the Consultant has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage should be included in the Consultant's Commercial General Liability policy.
- z) Workers Compensation insurance is not required if the Consultant is a sole proprietor/partner/corporate officer with no employees. Otherwise, Worker's Compensation is required under CA Labor Code Section 3700. A Workers Compensation Insurance Waiver is required stating Consultant is a sole proprietor/partner/corporate officer with no employees. This waiver is to be included with the other submitted documents.