



**Request for Proposal (RFP) for  
Audio-Visual and Video System Engineering Services for San Diego Public Library**

**Solicitation Number:** 10089525-20-K

**Solicitation Issue Date:** August 14, 2019

**Mandatory Pre-Proposal Conference:** August 21, 2019 @ 9:30 a.m.  
Central Library  
Katie Sullivan  
Commission Room 9<sup>th</sup>  
Floor Room 926  
300 Park Blvd,  
San Diego, CA 92101

**Questions and Comments Due:** August 28, 2019 @ 12:00 p.m.

**Response Due Date and Time ("Closing Date"):** September 20, 2019 @ 2:00 p.m.

**Contract Terms:** Five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.

**City Contact:** Jerry G. Gibbs  
Procurement Contracting Officer  
1200 Third Avenue, Suite 200  
San Diego, California 92101  
jggibbs@sandiego.gov  
(619) 236-5510

**Submissions:** Respondent is required to provide three (3) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

**Note: Emailed submissions will not be accepted.**

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089525-19-K, AUDIO-VISUAL AND VIDEO SYSTEM ENGINEERING SERVICES FOR SAN DIEGO PUBLIC LIBRARY**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089525-19-K, AUDIO-VISUAL AND VIDEO SYSTEM ENGINEERING SERVICES FOR SAN DIEGO PUBLIC LIBRARY (Contractor).

**RECITALS**

On or about 8/14/2019, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide audio-visual and video system engineering goods and services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor must provide the Services to City as described in Exhibit B, which is incorporated herein by this reference. Contractor will submit all required forms and information described in Exhibit A, which is incorporated herein by this reference, to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by this reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract will be for a period of five (5) years beginning on the Effective Date. The term of this Contract must not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract will be effective on the date it is both: executed by the last Party to sign the Contract; and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City will pay Contractor for performance of all Services rendered in accordance with the Contract Pricing Schedule in Exhibit B in an amount not to exceed \$3,000,000.00 over the term of the contract.

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V  
CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the RFP and any addendum thereto; the Notice to Proceed; the documents described in Article 1.1 of Exhibit C; and the City's written acceptance of exceptions or clarifications to the RFP, if any. All uses in the Contract Documents of the term "P(p)roposer" and "B(b)idder" have the same meaning as, and are used interchangeably with, the term "Contractor".

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning, and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts in any of the Contract Documents, the Parties will use the order of precedence set forth below. With 1st being the highest, the order of precedence is:

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> Pricing Schedule in Exhibit B
- 5<sup>th</sup> All other Contract Documents in their individual form

After applying the above order of precedence, inconsistent provisions in the Contract

Documents must be interpreted to avoid conflict and promote consistency, with more specific provisions controlling.

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, will constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized representatives.

CONTRACTOR

AVI Systems, INC.

Proposer

10070 Willow Creek Rd

Street Address

San Diego, CA 92131

City

858-653-4300

Telephone No.

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:



Print Name:

Kristina Peraita

Director, Purchasing & Contracting Department

24 JAN 2020

Date Signed

BY:



Signature of  
Proposer's Authorized  
Representative

David Bunting

Print Name

Area Vice President

Title

1-23-2020

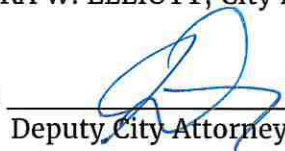
Date

Approved as to form this 27<sup>th</sup> day of

January, 2020.

MARA W. ELLIOTT, City Attorney

BY:

  
Deputy City Attorney

## EXHIBIT A

### PROPOSAL SUBMISSION AND REQUIREMENTS

#### A. PROPOSAL SUBMISSION

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will only accept paper proposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** Pre-proposal conference information is noted on the eBidding System.

**1.4.1 Proposers are required to attend the pre-proposal conference. Proposer's failure to attend will result in disqualification.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** All proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1 Completed and executed Contract Signature Page.** If an addendum is issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

2.10 Reserved.

2.11 Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

2.12 A title page.

2.13 A table of contents.

2.14 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.15 Proposer's response to the RFP.

**Tab C - Pricing Schedule.** Proposers must submit a cost proposal in the form and format described herein and in the Pricing Schedule in Exhibit B. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda

were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact identified on the eBidding System, via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{\text{contract price} - \text{lowest price}}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100) \times 60 = 57$  points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but



is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

### **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

#### **3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

#### **3.2 Reserved.**

**3.3 Mandatory Interview/Oral Presentation.** The City will require proposers to interview and/or make an oral presentation if one or more proposals score within fifteen (15) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within fifteen (15) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP. (10 Points)</b>	<b>10</b>
<ul style="list-style-type: none"> <li>1. Conformance to the specified RFP format.</li> <li>2. Understanding of the Core Requirements and Deliverables.</li> <li>3. Requested information included in the response is clear, brief, and thorough.</li> <li>4. Organization, presentation, creativity and content submittal.</li> <li>5. Executive summary.</li> <li>6. Project Plan, Plan of Action &amp; Milestones (POAM).</li> </ul>	
<b>B. Past Performance. (20 Points)</b>	<b>20</b>
<ul style="list-style-type: none"> <li>1. Clear, proven expertise and competence in designing information management and analytical systems for environmental, or scientific processes. Acceptable references to confirm performance history.</li> <li>2. Demonstrated excellence of Firm's facilitators as expert facilitators, and experts in their fields, and as seasoned professionals in leading teams to develop consensus.</li> <li>3. Demonstrated performance in providing excellent consultation to Client regarding best practices for leading and managing such projects in all phases.</li> <li>4. Experience interfacing with the City of San Diego and/or other governmental agencies (desirable).</li> <li>5. Past record of performance in which the members of the Firm's team have been actively involved in the business process design, developing specifications, implementation, and project administration in the past seven years, including quality of work, ability to meet deadlines, cooperation, and responsiveness to client requests.</li> </ul>	
<b>C. Staffing Plan. (40 Points)</b>	<b>40</b>
<ul style="list-style-type: none"> <li>1. Commitment of Firms key personnel to project.</li> </ul>	

**MAXIMUM  
EVALUATION  
POINTS**

---

2. Capacity and capability to meet City of San Diego needs in a timely manner, including completion of deliverables during a period of 60 days, from the date of the fully executed contract.

3. Qualifications of personnel including biographies of staff that identify which of the past projects they have worked on including their respective roles (e.g., design, implementation, and project administration).

**D. Cost.** **10**

**E. Mandatory Demonstration/Presentation.** **20**

SUB TOTAL MAXIMUM EVALUATION POINTS: **100**

---

**F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms\*** **12**

FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE: **112**

---

\*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

**D. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City awards the Contract to the proposal(s) best meeting the City's requirements. Proposal results may be obtained after award of contract by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C within ten (10) business days from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Reserved.**

**5. Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B  
SCOPE OF WORK**

**A. BACKGROUND**

The City of San Diego (City) is seeking Audio-visual and Video System Engineering services to provide video system engineering, design, installation, and maintenance of new and existing audio/visual equipment required for the San Diego Public Library (SDPL) to optimize operational condition and configuration standards. Audio-visual services include those that involve sound systems, speakers, cameras, videoconferencing equipment, projectors, and other similar equipment.

**B. OBJECTIVE**

The objective of this RFP is to identify and award a qualified Proposer a contract for audio-visual and video system goods and services, representing the best overall value to the City while meeting or exceeding specifications and requirements herein.

**C. EQUIPMENT EXPERIENCE REQUIREMENTS**

Proposer must have complete operational expertise of the SDPL audio/visual production equipment including, but not limited to, the following:

- 1.1 Professional high-end industrial/low-end broadcast video production.
- 1.2 EFP/low profile/palmcorder camera configurations.
- 1.3 Robotic camera mounts and controllers.
- 1.4 TBSS/signal generators.
- 1.5 Patch panels.
- 1.6 Distribution amplifiers.
- 1.7 Various audio microphones and sound mixers.
- 1.8 Video switchers.
- 1.9 Character generators and channel branders.
- 1.10 Audio recording and public address equipment.
- 1.11 Channel scheduler and digital playback systems.
- 1.12 Various broadcast monitors.
- 1.13 Studio and EFP lighting systems.
- 1.14 LCD projectors.
- 1.15 Scan converters.
- 1.16 Various non-linear edit systems, including Apple Macintosh Final-Cut Pro X and Adobe Premiere, and OSX.
- 1.17 LAN network.
- 1.18 Shared video storage.
- 1.19 Build, maintain, and interconnect on fiber network.
- 1.20 Closed captioning equipment.
- 1.21 Digital Audio Network.
- 1.22 Digital signage.

\*Additional equipment listed in Attachment A



**D. DESIGN AND INSTALLATION**

Proposer must provide video/audio systems engineering design and installation services including all system wiring and appropriate connections adhering to all best practices of the broadcast industry, codes, standards, laws, and regulations. All documentation, including log-in information, and video equipment engineering and planning must be provided by the proposer upon request.

**E. TECHNICAL ASSISTANCE**

Proposer must be on-call to provide on and off-site video production technical assistance, 24 hours per day, seven days per week. Response times for production emergencies must be within one hour after receipt of service request, unless other arrangements have been agreed to by Technical Representative or designee.

**F. EQUIPMENT AND EQUIPMENT MAINTENANCE**

Proposer must service and perform minor repairs on City property when possible. Major equipment repairs must be brought to the attention of the Technical Representative, or their designee. No repairs may be performed without prior written or accepted verbal approval from the Technical Representative or designee. Maintenance must be performed once per month; a Monday service day is highly desirable. Actual schedules must be approved in advance by the Technical Representative, or designee. Maintenance will include the inspection and repair of equipment for proper operation, setting system(s) phase timing, video levels, and calibration to Original Equipment Manufacturer (OEM) specifications. Estimate of minor repairs must not exceed \$100.00 per equipment item. Service must include all parts and labor as needed to complete repairs. All used parts replaced must be returned to the City.

Proposer must provide or be responsible for the cost of tools required for the calibration, repairs, and testing of equipment. Proposer must ensure all equipment continues to meet factory OEM specifications, and that all telecast equipment meets Federal Communications Commission (FCC) requirements for National Television System Committee (NTSC) broadcast standards.

Proposer must have the capability to manage, diagnose, and repair a video server video playback system based on an existing City owned Tightrope Automation System. Knowledge of various technologies of automated video playback systems is required. Additionally, the proposer must have the capability to manage, diagnose, and repair existing City audio visual equipment to include sound systems, speakers, cameras, videoconferencing equipment, projectors, and other similar equipment.

Proposer will also be responsible for obtaining video/audio equipment as needed by the City. At its discretion, City will notify Proposer of equipment needs. Before City orders equipment through Proposer, Proposer must advise City regarding equipment that best meets the needs of the City. After City submits a final equipment order to Proposer, without undue delay, Proposer must independently obtain such equipment from equipment manufacturers. Once obtained, Proposer must work with the Technical Representative to schedule installation.

RFP – Goods, Services, & Consultants

Revised: November 8, 2016

OCA Document No. 841661\_3

After reaching an agreed upon schedule for installation, proposer must install the equipment. Installation will not be complete, until approved in writing by the Technical Representative. Once installation is complete, Proposer may then invoice City for the equipment and corresponding installation services in accordance with the Pricing Schedule.

#### **G. WARRANTIES**

All goods and services provided by Proposer under the Contract must be warranted by Proposer or manufacturer for at least twelve months after acceptance by City. Proposer is responsible to City for all warranty service, parts, and labor. Proposer is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available, and provided to meet City's schedules and deadlines. Proposer may subcontract a warranty service contract with an entity satisfactory to City instead of performing the warranty service itself. Without regard to whether equipment was ordered under this Contract, if Proposer causes any damage to equipment being delivered, installed, or maintained under this Contract, Proposer will pay, or credit, City for either: 1) all costs of repairs to the damaged equipment; or 2) all costs of replacing the damaged equipment and installing new equipment that meets City's needs.

#### **H. QUALIFICATIONS AND EXPERIENCE**

In order to be considered responsive, Proposers must successfully demonstrate having the ability and proper equipment to provide video system engineering services of similar size and scope and have a proven record of success performing the requirements in this proposal during the past three years.

Proposer must have complete, first-hand knowledge of general field and studio video production techniques and operations, video editing practices, and PC and Apple operating systems. Proposer must also have the ability to upgrade such systems and provide on-site training to City staff as needed.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Proposer, the following information must be included with the submittal:

1. Background and qualifications of the key individual(s) who will be providing the specified services. Contractor must clearly define what responsibilities these individuals will be charged with relative to this Contract. The lead individual for this Contract (Project Manager, for example) must have a minimum of three years prior experience in accounts of similar type, size, and scope. The assigned lead individual must not change without prior approval from the City.
2. Any other information regarding operations, knowledge or experience of your firm that you believe should be considered as part of the selection process.
3. Copies of certifications for staff who will be assigned to this contract.



**I. BILLING**

All billing from the Contractor must consist of detailed accounting for all work performed including itemized costs for parts, labor cost, and date(s) of service, and must be submitted to the Technical Representative or designee on a monthly basis.

**J. CITY OBSERVED HOLIDAYS.** The City of San Diego observes the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

**K. TECHNICAL REPRESENTATIVE.**

The Technical Representative for this Contract will be identified in the notice to proceed and is responsible for overseeing and monitoring this Contract.

**L. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.** Per Section II.A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.	1000036874	6/30/2022	AVI Systems, Inc.

**M. LICENSES.** To perform the work described in this solicitation, proposers must hold a current C-7 – Low Voltage Systems Contractor license.

	License Number	Expiration Date	Name
State of California Contractor's License	Class: C7 No.: 792548	5/31/2020	AVI Systems, Inc.

Any proposer holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City's decision is final.



# EXHIBIT B - PRICING SCHEDULE

## PRICING SCHEDULE

**City's Estimated Need.** The items listed in the following Pricing Schedule are five year estimates. These quantities are not guaranteed. Any variations from the estimated quantities will not entitle the Contractor to an adjustment in unit price or any additional compensation.

Item No.	Est. Five Year Qty.	Unit of Measure	Description	Fully Burdened Fixed Unit Price	Extension (Est. Qty. x Unit Price)
1.	10,000	HR	Cost Per Hour for all Video System Engineering Services (Weekdays During Normal Business Hours: 8:00 a.m. – 5:00 p.m.)	\$ 141.00 /hr	\$ 1,410,000.00
2.	100	HR	Cost Per Hour for Emergency Response by Video System Engineering (Weekdays After Normal Business Hours, and Saturdays)	\$ 212.00 /hr	\$ 21,200.00
3.	50	HR	Cost Per Hour for Emergency Response by Video System Engineering (Sundays and City Holidays)	\$ 282.00 /hr	\$ 14,100.00
4.	As Needed	per item	Equipment	Cost plus 10%	Undetermined, but limited by overall "not to exceed" amount applicable to Contract.
<b>TOTAL:</b>					<b>\$ 1,445,300.00</b>

\* Minimum Number of Hours Charged Per Site Visit: 1 Hours

RFP – Goods, Services, & Consultants  
 Revised: November 8, 2016  
 OCA Document No. 841661\_3

Summary	Price
Pricing Schedule Total	\$ 1,445,300.00
25% Bonding - Payment & Performance	\$ 9,036.00
<b>Bid Total</b>	<b>\$ 1,454,336.00</b>
Funds Available for Repair/Replace/Upgrade	\$ 1,545,664.00

Page 5 of 175;  
and Attachment A.





# Audio Associates

San Diego  
 AUDIO - VIDEO - ENGINEERING - CONTRACTING  
 Lic. #728789  
 8200 Center Dr.  
 La Mesa, CA 91942  
 619-461-9445 Bus. 619-461-9409 Fax

## Quotation

To: SD New Main Library	Date of Rev. # 1.00: _____	Quotation #: _____
_____	Date of Latest Rev. #: _____	Revision #: _____
_____	Date of Request: _____	
Phone: _____	Quote Requested By: _____	
Fax: _____	Quote By: _____	
E-mail: _____	Terms: _____	
Re: _____		

### Special Events 933

QTY	MFR	MODEL	DESCRIPTION					
1	Crestron	DM-MD8X8	Switch					
2	Crestron	DM-TX-200-C-2G-B	Input Transmitter					
1	Crestron	DMC VGA	VGA VIDEO CARD					
2	Crestron	DMC-C	Input CAT Card					
2	Crestron	DMC-S	Digital Media Fiber In					
2	Crestron	DM-TX-401S	Fiber Transmitter					
3	Crestron	DMC-HD	HDMI Input Cards					
1	Crestron	DM-RMC-SCALER-S	Fiber Receiver					
1	Crestron	DMCO-45	Output Card					
1	Crestron	DM-RMC-200-C	Receiver					
1	Crestron	CP3	Controller					
1	Crestron	TSW 1050-B-S	Rack Mount 10" Touch Panel					
1	Middie Atlantic	RSH	Rack Kits					
1	Crestron	CEN-SW-POE-5	4 Port POE Injector					
1	Crestron	C2ENET-1	Network Access Card					
1	Crestron	CEN-WAP-ABG-1G	Wireless Access Point					
1	Crestron	CEN-CI3-3	Card Cage					
1	Crestron	C3COM-3	RS232 Card					
1	Crestron	C3RY-16	Contact Closure Card					
1	Lutron	DIM-RS232	Lighting RS232 Interface					
1	Apple	IPAD	Wireless Control Surface with 16 gb of Memory and WIFI					
1	Biamp	Naxia TC	DSP Audio Mixer					
1	Biamp	Naxia CS	DSP Audio Mixer					
1	Sennheiser	EW345G3	Handheld System					
1	Sennheiser	EW322G3	Lavaller System					
1	Sennheiser	ASA1/NT	Antenna Splitter Kit					

1	Shure	MX418C	Podium Mic						
8	Shure	MX393/C	Portable Table Conferencing Mic						
1	ATI	DA 208	Audio Distribution Amp						
1	Lab Gruppen	C 10:4X	Ceiling Loudspeaker Power Amp 250Watts						
1	Lab Gruppen	C 10:4X	Ceiling Loudspeaker Power Amp 500Watts						
1	Meyer Sound	MM-4CEU	Ceiling Loudspeaker Controller						
1	Listen	LS-03	Performance Kit						
1	Listen	LA-326	Hearing Assistance Rackmount						
1	Listen	LA-125	Antenna Kit						
4	Listen	LR-300-072	Hearing Assistance Receivers						
4	Listen	LA-161	Ear Speakers						
1	Listen	LA-321	8 Unit Charging Case						
2	EAW	MK2394							
2	Tannoy	I7	Speakers						
2	Tannoy	I7	Mounting Bracket						
4	Meyer Sound	MM-4 Indoor	Overflow Loudspeakers						
1	Attona	AT-DVI40SR4	DVI Line Driver Pair						
1	Kramer	VS-66HDMI	Matrix Switcher						
2	Hall Research	EM-EDID-HD16	EDID Emulator						
1	Extron	60-716-0A	Cable Cubby 200						
1	Extron	Extender AAP	Extender 70-147-22						
1	OPPO	BPP-83	WRS232 Option Blue Ray DVD						
1	Contemp. Res	ATSC + Rack Kit RKT-HD							
1	Infocus	IN5534L	DLP Video Projector						
1	Infocus	Lens 052	DLP Video Projector Lens (to be Verified)						
1	Infocus	SSP-LAMP-056	DLP Projector Replacement Lamp						
1	M A	SR-46-26	Equipment Rack						
1	M A	MW-VT	Vented Top Panels						
1	M A	D2	Rack Mount Drawer						
1	M A	D2LK	Rack Mount Drawer for Touchpanel Charging						
1	Furman	PS-PRO II	Remote Control Relay Switch						
2	M A	PD-1220C-NS	Equipment Rack						
1	Littellight	RL-10	Front Rack Lighting						
1	KSI	ESL-32	Essential Line Lectern						
1			Shipping						
1	Extron	60-716-0A	Cable Cubby 200						





# Audio Associates

San Diego  
 AUDIO - VIDEO - ENGINEERING - CONTRACTING  
 Lic. #728789  
 8200 Center Dr.  
 La Mesa, CA 91942  
 619-461-9445 Bus. 619-461-9469 Fax

## Quotation

To: San Diego Library  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Re: \_\_\_\_\_

Date of Rev. # 1,00: \_\_\_\_\_  
 Date of Latest Rev. #: \_\_\_\_\_  
 Date of Request: \_\_\_\_\_  
 Quote Requested By: \_\_\_\_\_  
 Quote By: \_\_\_\_\_  
 Terms: \_\_\_\_\_

Quotation # :  
 Revision # :

### Base Equipment

QUAN	MFR	MODEL	DESCRIPTION						
1	AJA	FS2	Dual Channel Universal Audio/Video Frame Sync/Converter						
1	AJA	HD10AMA	4-Ch Analog Audio Embedder/Disembedder						
1	AJA	KI-PRO-RACK	HD Hard Drive Recorder						
2	AJA	KI-STOR500	500 GB Hard Drive						
1	AJA	KUMO 3232	32x32 Digital Video Router						
3	AJA	KUMO CP	Router Control Panel						
2	AJA	ROI	DVI/HDMI to SDI w/ Region of Interest						
1	AJA	FS1	Universal HD/SD Audio/Video Frame Converter						
2	Apanlac	DA-SDI-HDTV	SDI to HDMI Converter						
1	Avocent	HMIQSHDI	KVM User Station Transmitter DVI-D/VGA						
1	Avocent	HMX1070	KVM User Station Receiver DVI-I/USB						
4	Bitree	B64T-2MWTHD	Mini Weco HD Patchbay						
2	Bitree	B96DC-HNAIT E3M2QU12B	Mating Hardware						
1	Broadcast Pix	24	Tally Box Option for Mica Switcher						
3	Canon	KJ20X6.5BKTS	Canon 2 1/3" 20x Remote Zoom						
1	Cisco	SG100-24	Gigabit Ethernet Smart Switch						
1	Cisco	SG100D-05	5 Port Giga Ethernet Switch						
1	Cisco	SG100D-08	8 Port Desktop 10/100/1000 Gigabit Switch						
3	ClearCom	CC-26K-X4	Headset						
3	ClearCom	CC-300-X4	Single Muff Headset 4 Pin						
1	ClearCom	GM-18	Gooseneck Mic						
1	ClearCom	MS-702	Encore 2-Ch Headset/Speaker Main Station						
3	ClearCom	RM-702	Encore 2-Ch Remote Station Rack Mount						
3	ClearCom	RS-601	Wired Bell Pack						
2	Crestron	DM-RMC-SCALER-S	Digital Media 8G Fiber Receiver						
2	Crestron	DM-TX-401-S	Digital Media 8G Fiber Transmitter 401						
1	Crown	GT475	4 Channel Amplifier						
1	Ensemble Des	BE-66	HD/SD/Composite TSG and SPG w/ Audio						
2	Ensemble Des	BE6PD	Bright Eye Double High Blank Panel						



1	Ensemble Des	BERKMT	Bright Eye TM Rack Mount					
1	Gefen	EXT-DVI-ELR	DVI Extender					
1	Henry	Matchbox-HD	Stereo Level Matching Interface Amplifier					
3	Hitachi	DKZ50	Self Contained 1080i or 480i HDTV Boc Camera					
1	HME	CZ11447	Headset					
4	JBL	Control 5	Audio Speakers					
2	JBL	MTC-61	Speaker Mounts					
1	Leader	LR-2481-U	Rack Mount for Rasterizer					
1	Leader	LV-7330	Multi SDI Rasterizer					
2	LG	47LN6400	47" LCD TV					
1	Logitech	MK520	Wireless Keyboard Mouse					
1	Mid Atlantic	BB-44-1	Copper Bus Bar					
1	Mid Atlantic	LACE-44-DWP	Lacing Bar (6 Pack)					
1	Mid Atlantic	MRK-4436	44 RU Rack					
1	Mid Atlantic	MW-VRD-44	Vented Rear Door for 44 RU Rack					
3	Mid Atlantic	PD-2416SC-NS	24 Outlet Single 16 Amp Circuit Slim Power Strip					
6	Mid Atlantic	PD-816R-PL	8 Outlet Single 16 Amp Circuit					
1	Mid Atlantic	SPN-44-36	Side Panels (pair) for 44 RU Rack					
1	Mid Atlantic	SS	Sliding Shelf Heavy Duty					
4	Mid Atlantic	U1	Rack Shelf					
4	Mid Atlantic	U2	Rack Shelf					
1	Mid Atlantic	Various	Blank Panels					
1	NEC	EA224WMI-BK	21" Monitor with DVI and XGA Inputs					
1	Plura	PBM-221S	21" HD Monitor					
1	Plura	PBM209-3G	9" - 3G Broadcast Monitor					
2	RDL	FP-BUC2	Balanced to Unbalanced Audio Transformer					
1	RDL	FP-UBC2	Unbalanced to Balanced Audio Transformer					
3	RDL	PS-24AS	Power Supply					
1	Ross	ADA-8405-C-R2C	Analog Audio and Timecode DA with Remote					
1	Ross	Dashboard	Rich Remote Control and Monitoring App					
3	Ross	DEA-8805-R2	Dual Equalizing Amplifier w/ Standard Rear Module					
1	Ross	OG3-FR-C	Open Gear Frame					
1	Ross	PS-OG3	450 Watt Universal Power Supply					
6	Ross	UDA-8706A-R2	Analog Video Utility Distribution Amplifier					
1	Samsung	UN22F6000AFXZA	21" HD TV					
1	TBC	TBD	Console W/ Monitor and Speakers Mounts					
3	Telemetrics	BKT-HVC10	Camera Mounting Bracket					
3	Telemetrics	CA-S2-PD-DKZ50	Cable S2 Power Data DKZ50 - 036"					
1	Telemetrics	DPS-RCP-TELESO-F	GPS Telesoft Software for RCP					
3	Telemetrics	MA-WMBKT-16B	Camera Wall Mount Bracket					
3	Telemetrics	PS-PACK-48	Power Supply for Pan Tilt					





# Audio Associates

San Diego  
 AUDIO - VIDEO - ENGINEERING - CONTRACTING  
 Lic. #728789  
 8200 Center Dr.  
 La Mesa, CA 91942  
 619-461-9445 Bus. 619-461-9468 Fax

## Quotation

To : SD New Main Library	Date of Rev. # 1.00 : _____	Quotation # : _____
_____	Date of Latest Rev. # : _____	Revision # : _____
_____	Date of Request : _____	
Phone : _____	Quote Requested By : _____	
Fax : _____	Quote By : _____	
E-mail : _____	Terms : _____	
Re : _____		

### Audio Video Distribution

QTY	MFR	MODEL	DESCRIPTION						
30	Belden	7731A	HDSDI Cable						
1	AA	Custom	New D9 - Now D17						
1	AA	Custom	D7 - Courtyard						
2	Biltree	B96DC-FNSST E3M20U12B	SDI Patch Bay Model # 968F001						
6	Biltree	B64T-2MWTHD	Patch Cables Video						
12	Biltree	BPCM-3600-75	Patch Cables Audio						
1	Biltree	BPC3600-110	Audio Patch Bay						
1	Biltree	B422-NI6T / 24	Fiber Patch Bay						
6	Whirlwind	QC-8-M62-R-SC-LC-025	Fiber Patch Panel						
26	Exterity	Avply-R9200 -10-89	Network decoders						
26	Exterity	Avply-PSU-US	Receiver						
26	Exterity	Avply-RC	Remote Control						
26	Exterity	Avply-IR38	IR Extender						
2	Exterity	AV STR- C1103-US	3 Slot Chassis						
2	Exterity	AVSTR-CBPL	Blank						
5	Exterity	Avstr-e2635	Encoder - Front End Scaler - No HDCP - Cox (1Kiosk)						
4	Exterity	Avstr-C-110/US	Chassis						
4	Exterity	Avstr-e2635	Studio (2) Messages (2)						
1	Exterity	Avsru-CI555-US	Network Server						
1	Exterity	Avsru-HD-200	2.0 TB Disk Pack (Raids)						
1	Exterity	AvsIV-M6102	Director Averia Player Desktop Portal, EP6						
1	Exterity	AVSTR-C3655	Audio Stream E3655 HD-SDI						
1	Mid Atlantic	VFD-44	Front Door						
1	Mid Atlantic	WRK-44SA-32	44 Space Rack						
1	Crestron	CP3	Control System						
1	Crestron	TSW-1050-B-S	Touch Panel						



# Audio Associates

San Diego  
 AUDIO - VIDEO - ENGINEERING - CONTRACTING  
 Lic. #728769  
 8200 Center Dr.  
 La Mesa, CA 91942  
 619-461-9445 Bus. 619-461-9469 Fax

## Quotation

To: SD Library  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Re: \_\_\_\_\_

Date of Rev. # 1.00: \_\_\_\_\_  
 Date of Latest Rev. #: \_\_\_\_\_  
 Date of Request: \_\_\_\_\_  
 Quote Requested By: \_\_\_\_\_  
 Quote By: \_\_\_\_\_  
 Terms: \_\_\_\_\_

Quotation #: \_\_\_\_\_  
 Revision #: \_\_\_\_\_

PO #: \_\_\_\_\_ **Studio Lighting Equipment**

QUAN	MFR	MODEL	DESCRIPTION						
2	Brightline LP	T02X1-R-ISCM	T-Series 2 Lamp Rotate Fix						
2	Brightline LP	FIX-T02/CS-BF	T02 Fixture Broad Screen						
5	Brightline LP	T02X1-R-ISOM	T-Series 2 Lamp Rotate Fix						
5	Brightline LP	FIX-T02/CS-BF	T02 Fixture Broad Screen						
6	Brightline LP	T02X1-D-ISOM	T-Series 2 Lamp Drop Fix						
4	Brightline LP	FIX-T02/CS-BF	T02 Fixture Broad Screen						
2	Brightline LP	FIX-T02/CS-BF	T02 Fixture Medium Screen						
5	Brightline LP	T01X1-R-ISCM	T-Series 1 Lamp Rotate Fix						
1	Brightline LP	T01X1-R-IS45	T-Series 1 Lamp Rotate Fix 45° Mount						
6	Brightline LP	FIX-T01/LENS	T01 Fixture Prismatic Lens						
30	Brightline LP	009-55W32KSP	Lamp 55W 3200K 85 CRI						
1	Brightline LP	BUSMASTER-1	RS-232 to DALI Interface Kit						
1	Brightline LP	DCS-8-DALI	DALI Controller Flush Mount						
1	Brightline LP	DTX-100-BL-F	100' DALI Control Cable						
18	Brightline LP	DTX-15	15' DALI Control Cable						
1	Brightline LP	DESIGN	Lighting Layout & AGI 32						

CONFIDENTIALITY NOTICE

AAGP7 10-98

This document may contain trade secrets and/or confidential and legally privileged information for the intended use of the individual or entity named above. Disclosure, copying, distribution or use of any information contained in this document, by persons other than the intended recipient, is strictly prohibited. If you have received this document in error, please call Audio Associates and then mail the document(s) to us. Thank you.

# Audio Associates

San Diego  
 AUDIO - VIDEO - ENGINEERING - CONTRACTING  
 Lic. #728789  
 8200 Center Dr.  
 La Mesa, CA 91942  
 619-461-9445 Bus. 619-461-9469 Fax

## Quotation

To : _____	Date of Rev. # 1.00 : _____	
_____	Date of Latest Rev. # : _____	
_____	Date of Request : _____	Quotation #: <b>2121a</b>
Phone: _____	Quote Requested By : _____	Revision #: _____
Fax: _____	Quote By : _____	
E-mail: _____	Terms : %Completion, Net 30	
Re: _____		

Note: Estimate good for 30 days from today's date.  
 Prices quoted are for quantities shown.

PO #: \_\_\_\_\_ Auditorium

QUAN	MFR	MODEL	DESCRIPTION	LABOR	UNIT	EXTENDED
2	Mid Atlantic	SR-46-28	Equipment Rack			
2	Mid Atlantic	SR-UPS-BKT	Bracket			
1	Crestron	DM-MD-16X16	Switch			
3	Crestron	DM-TX-200-C-2G-B-T	Input Transmitter			
3	Crestron	DMC-C	Input CAT Card			
2	Crestron	DMC-S	Fiber Input Card			
2	Crestron	DM-RMC-100-S	Receiver & Room Controller			
2	Crestron	DM-TX401S	Fiber Transmitter			
1	Crestron	DMC-FO	Fiber Output Card			
1	Crestron	DMC-SDI	SDI Input			
2	Crestron	DM-RMC-SCALER-S	Fiber Receiver			
1	Crestron	DMCO-4300	Output Card Model			
3	Crestron	DMC-HD	Input Card			
2	Crestron	DM-RMC-200-C	Receiver			
1	Crestron	DMCO-5500	Output Card			
1	QSC	CX1102	Center Channel Power Amplifier			
3	QSC	CX802V	Surround Loudspeaker Power Amplifier			
1	QSC	CX702	Subwoofer Power Amplifier			
1	QSC	CX302V	Trellis Loudspeaker Power Amplifier			
2	Renkus Heinz	ICX7-NON	Loudspeaker			
2	Omnimount	ST-MP	Loudspeaker			
1	Renkus Heinz	CFX121	12 Center Channel			
6	Renkus Heinz	CFX61	Surround Loudspeaker			
6	Renkus Heinz	UBRKT/61B	Mounting Yoke			
1	Renkus Heinz	PNX112	Subwoofer			
14	Renkus Heinz	CFX41	Ceiling Loudspeaker			

14	Renkus Heinz	CUSTOM	Right Angle Bracket						
1	Crestron	CP3	Controller						
1	Crestron	TSW 1060-B-S	Rack Mount 10" Touch Panel						
1	TBD	TBD	Rack Kit						
1	Crestron	CEN-SW-POE-5	4 Port POE Injector						
1	Crestron	C2ENET-1	Network Access Card						
1	Crestron	CEN-WAP-ABG-CM	Wireless Access Point						
1	Crestron	CEN-CI3-3	Card Cage						
1	Crestron	C3COM-3	RS232 Card						
1	Crestron	C3RY-16	Contact Closure Card						
1	Crestron	GLA-DMX512	Lighting DMX512 Port						
1	Apple	IPAD	Wireless Control Surface with 16 gig of Memory and WIFI						
1	Christie	DWU 775-E	133-008109-XX Projector						
1	Christie	118-100113-01	Lens						
1	Christie	003-04460-XX	Lamp						
1	Dalite	COSMPOLTIAN	Electrol/LVC 120x192 16:10 Aspect						
2	Blamp	AudioFlex CM	With Cobranet IP Option						
2	Blamp	IP-2	DSP Input						
7	Blamp	OP-2e	Output Card						
9	Blamp	AEC-2HD	Mic Input Echo Canceling						
1	Blamp	TI-2	DSP Telephone Conferencing Card						
1	Sennheiser	EW345G3	Handheld System						
1	Sennheiser	EW322G3	Lavalier System						
1	Shure	UA221	Wireless Mic						
1	Shure	MX418C	Podium Mic						
14	Shure	MX393/C	Full Size XLR Option						
1	Extron	SSP 7.1	Surround Sound 60-842-01						
1	ATI	DA2016-1	Audio Distribution Amp						
1	Lab Gruppen	C 20:8x	8 Channel Amp						
1	Listen	LS-03	Performance Kit (4 Recvr package)						
1	Listen	LA-326	Antenna						





1	Attona	AT-DVI40SRS	DVI-Line Driver						
1	SamSung	276+	27-Inch LCD Monitor						
1	Vaddio	Preview Dual 7.0	Program Monitor PN 999-5610-012						
1	Aja	Gen10 + DWP	Sync/Bars generator						
1	Extron	MDA 3V	Genlock DA 60-439-01						
1	Ensemble De	BERKMT/BEPS6	Sync DA Rackmount and Power Supply						
1	OPPO	BDP-83	Blu Ray DVD/CD w/ RS232						
1	Marantz	PMD 371	CD Changer						
1	Contemporary	232-ATSC + Rack Kit RK1-HD							
1	Data Video	HDR-50	HD MPEG-2 Recorder Replaces HDR-200						
1	Wolfvision	VZ-8Plus3	Portable Doc Camera						
1	In Focus	IN5534L	DLP Video Projector 7000 Lumens 1920x1200						
1	In Focus	LENS052	Long Throw Lens						
1	In Focus	SP-LAMP-056	Replacement Lamp						
1	Boland	DVI17WD	Podium 17" Flat Panel Monitor 1280 x 768						
1	Life Size	Room 200	Video Conference Codec - No Camera						
3	Sony	BRC-Z330	HD-PTZ Cameras						
3	Sony	BRBK-HD2	HD PTZ Camera HS-SDI Card						
1	Sony	RM-BR300	PTZ						
1	Net Gear	Gigabit	16 Port						
1	Middle Atlantic	D3	Rack Mount Drawer						
1	Furman	PS-PRO II	AC Power Conditioner						
3	Furman	MP-20							
2	Middle Atlantic	PD-1415C-NS	Power Strip						
1	Middle Atlantic	PD-815SC-NS	Power Strip						
1	Middle Atlantic	D2	Drawer						
1	Middle Atlantic	RM-LCD-MT	LCD Monitor Rack Mount						
1	KSI	ESL-32	Essential Line Lectern						
1			Shipping						
1	Extron	60-716-0A	Cable Cubby 200						
1	Chief	TBD	Projector Mount						

### TV COUNT BREAKDOWN

ROOM	TV SIZE	MOUNTING	LOCAL INPUT
151	60" X 2	Wall	Rack
205	42"	Wall	Floor
221	60"	Wall	Floor
222	60"	Wall	Floor
239	60" X 2	Wall	Wall
240	42"	Wall	Floor
241	42"	Wall	Floor
305	42"	Wall	Floor
431	60"	Wall - West Wall	Wall
433	42"	Wall	Floor
434	60"	Wall	Wall
443	42"	Wall	Wall
508	60"	Wall - South Wall	Floor
538	42"	Wall	Wall
563	60"	Wall	Floor
805	60"	Wall - South Wall	Floor
813	42"	Wall	Wall
825	60"	Wall - East Wall	Floor
913	60"	Cart	TBD
Baseball	42"	Wall - East Wall	Floor

### TV Count Breakdown Unknown Signage

Room	TV Size	Mounting	Local Input	MSC	Drawing Number
C. Alcove	60"	Ceiling	TBD	Articulating/West Wall	A2.01A/A1.33
C. Room	42"	Ceiling	TBD	A12.1A-80" S. of Column	A2.1/D2
C. N. Elevator	42"	Ceiling	TBD	A12.1B-80" W. of Column	A2.1B/D5
Teen Space	42"	Wall	TBD	A12.2B-80" W. of Column	A2.2C/North
Computer CR	42"	Ceiling	TBD	A12.4B-80" N. of Column	431- Screen
Reading Room	42"	Ceiling	TBD	A12.8B-80" N. of Column	D6
Alcove Art Gallery 913	42"	Ceiling	TBD	Wall South Behind Desk	A2.9A/C4

TV Count Auditorium Overflow	60" X 2	Plus Cart
------------------------------	---------	-----------

RECAP	
TV Size	Total
42"	15+2 (spare) = 17
60"	16 + 2 (spare) = 18

San Diego Public Library  
Ziris Canvas Display System

Bill of Materials

The following schedule is a Bill of Materials for the equipment, software and services associated with the assembly, installation, test, commissioning and training for the Sony Ziris Canvas System defined in Section 2 of this Proposal

Qty	Manuf	Model	Description
<b>Canvas 6 Screen Display</b>			
6	Sony	FWD46B2	46" Pro Display LED Bklt 500CD/M2
<b>Wall Mounts</b>			
6	Peerless	ST650	Tilt Wall (WLM)
<b>Canvas System</b>			
6	Sony	BZSQVW01	Canvas 1.1 - Vidwall-modified PS3 hardware & Software
6	Monoprice	3872	1.5" HDMI cable
6	Aurora	ASP-CATx1	HDMI Extender (pair-up to 200')
6	Monoprice	Monoprice P/N2404	HDMI-DVI-D Cable - 6 ft.
1	AT	PC-AT-8624T/2M-10Switch	24 Port Ethernet Switch
18	Convergent	CON-CD-CAT5E-Patch Cable	7' Ethernet Patch Cords
1	Dell	Optiplex 990	Canvas Manage/Create/Transfer Service
1	Dell	TBD	Screen Cutter Rendering Station
1	Star Tech	RackConv1701	LCD Combo KVM

Exhibit C



**THE CITY OF SAN DIEGO  
GENERAL CONTRACT TERMS AND PROVISIONS  
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

**ARTICLE I**  
**SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions. All requests for goods and services shall be provided to contractor in writing in a format agreeable to both parties (via email, City Ticketing System, etc.). For any services or hardware needs determined as a result of a service call performed by Contractor, a Change Order (see sample Attachment A to this Exhibit C) outlining the services and hardware to be provided will be supplied to the City. Contractor will not act on providing these services or hardware until the City has provided an executed copy of Attachment A to this Exhibit C.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

**ARTICLE II**  
**CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the

United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3<sup>rd</sup> Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

#### **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.



**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by

General Contract Terms and Provisions  
Revised: December 18, 2017  
OCA Document No. 845794\_6

Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all reasonable related travel expenses in accordance with City's travel expense policy. Failure to make requested records available for inspection, copying, or

other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.13.3 Non-Solicitation.** To the extent permitted by applicable law, during the term of this Contract and for a period of one (1) year after the expiration or termination of this Contract, Contractor and City agree that it shall not solicit or attempt to solicit any of the other party's executive employees or employees who are key to the performance of its obligations under this Contract. Notwithstanding the foregoing, nothing herein shall prevent either party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by the hiring party and/or who initiates contact with the hiring party without any direct solicitation of that person by the hiring party or its agents.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to

General Contract Terms and Provisions

Revised: December 18, 2017

OCA Document No. 845794\_6

publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6. 2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6. 3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6. 4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6. 5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright,

trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment. The foregoing Contractor obligations do not apply with respect to Deliverable Materials or portions or components thereof: (a) not manufactured by Contractor, (b) designed in whole or in part in accordance with City's specifications, (c) modified after delivery by Contractor, if the alleged infringement relates to such modification, (d) combined with other products, processes, or materials where the alleged infringement relates to such combination, or (e) used by City after notified in writing of alleged infringing activity or of modifications that would have avoided the alleged infringement without significant loss of performance or functionality.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not knowingly contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract. The foregoing warranty and defense obligations do not apply with respect to Deliverable Materials



or portions or components thereof: (a) not manufactured by Contractor, (b) designed in whole or in part in accordance with City's specifications, (c) modified after delivery by Contractor, if the alleged infringement relates to such modification, (d) combined with other products, processes, or materials where the alleged infringement relates to such combination, or (e) used by City after notified in writing of alleged infringing activity or of modifications that would have avoided the alleged infringement without significant loss of performance or functionality.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all third party claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** 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 work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract,

Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior

General Contract Terms and Provisions  
Revised: December 18, 2017  
OCA Document No. 845794\_6

to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. 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 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.

**7.6 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 special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 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 at least as broad as the CG 20 38 04 13 endorsement.

**7.10 Limitation of Liability.** **THE TOTAL LIABILITY OF CONTRACTOR TO CITY UNDER THIS CONTRACT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE GREATER OF FIVE MILLION DOLLARS (\$5,000,000) OR THE TOTAL AMOUNT PAID TO**

**CONTRACTOR BY CITY UNDER THIS CONTRACT DURING THE PREVIOUS THREE (3) YEARS.**

**EXCEPT AS DESCRIBED IN OTHER PROVISION OF THIS CONTRACT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, OR FOR ANY LOSS OF PROFIT (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL), REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN HAS FAILED OF ITS ESSENTIAL PURPOSE.**

**THE FOREGOING LIMITATIONS SHALL NOT APPLY TO DAMAGES ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.**

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

General Contract Terms and Provisions  
Revised: December 18, 2017  
OCA Document No. 845794\_6

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

**ARTICLE IX  
CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

**9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

**9.1.11.2 Notice Requirement.** Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

General Contract Terms and Provisions  
Revised: December 18, 2017  
OCA Document No. 845794\_6

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.



**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

General Contract Terms and Provisions

Revised: December 18, 2017

OCA Document No. 845794\_6

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

# Work Order-Sample Attachment A to Exhibit C



AVI Systems Inc., 10070 Willow Creek Road San Diego, CA, 92131-1623 | Phone: (858)653-4300, Fax: (858)695-7844

Proposal Number:  
Prepared For:  
Attn:

Proposal Date:  
Work Order:  
Customer PO:

Prepared By:  
Phone:  
Email:

**Project:**  
Project Number:

**BILL TO**

**SITE**

## SCOPE OF WORK

## PRODUCTS AND SERVICES SUMMARY

Equipment	\$0.00
Integration	\$0.00
Shipping & Handling	\$0.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$0.00</b>

## PRODUCTS AND SERVICES DETAIL

### PRODUCTS:

<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
	<b>Sub-Total:</b>			<b>\$0.00</b>
	<b>Total:</b>			<b>\$0.00</b>

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

**AGREED AND ACCEPTED BY**

Customer hereby accepts the above change to goods and/or services from AVI Systems, Inc and agrees to add this Change Order, Attachment A, to the original contract. Unless stated otherwise in the "Scope of Work" above, AVI will include all applicable taxes and delivery charges to the amount of each invoice. Pricing in this Change Order is valid for 30 days.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**CONFIDENTIAL INFORMATION**

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Except as required by law, Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

**EXHIBIT D  
WAGE REQUIREMENTS**

By signing this Contract, proposer certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. PREVAILING WAGES.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the proposer and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Proposer must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the proposer and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at [www.dir.ca.gov/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Proposer and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**2. Penalties for Violations.** Proposer and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

**3. Payroll Records.** Proposer and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Proposer shall require its subcontractors to also comply with section 1776. Proposer and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Proposer is responsible for ensuring its subcontractors submit certified payroll records to the City. Contractor and their subcontractor shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

**4. Apprentices.** Proposer and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Proposer shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

**5. Working Hours.** Proposer and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**6. Required Provisions for Subcontracts.** Proposer shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**7. Labor Code Section 1861 Certification.** Proposer in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, proposer certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of

RFP – Goods, Services, & Consultants

Revised: November 8, 2016

OCA Document No. 841661\_3

Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 2103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

**9.1** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

**9.2** A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.

**9.3** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of subcontractor registration to the City upon request.

**B. LIVING WAGES.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each proposer to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, proposer agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Exemption from Living Wage Ordinance.** Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.

**C. HIGHEST WAGE RATE APPLIES.** Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.



**EXHIBIT E**  
**TECHNOLOGY STANDARDS**

**1. City of San Diego Technical Environment**

- 1.1 **Standard Architecture.** The City's standard operating architecture and business applications environment is described below. This description is provided in order for the Proposer to better understand the environment that their solution may be expected to operate. The City requires that any successful solution will be substantially compatible with the 'User Devices' and 'User Productivity' software outlined below.
- 1.2 **Technical Solution.** The solution must be clearly identified as being offered as an on-premise (On Premise) or (Cloud-Hosted) solution to the City.
- 1.3 **Hosting.** Proposer must provide a Cloud-Hosted or On-Premise solution. If both solutions will be proposed, a separate submittal and pricing sheet must be presented for each solution and each solution will be evaluated individually. On-Premise solutions will utilize the City's IT infrastructure for hosting and storage.
- 1.4 **On-Premise.** The City has developed an approach to its architecture that maximizes the return on its investments, emphasizes and ensures security, and promotes standards-based procurement.
- 1.5 **Cloud-Hosted.** The City has developed an approach to contracting with third parties to ensure an acceptable level of efficacy, security, and probity is guaranteed with any third-party hosting solution.

**2. Hardware Standards: User Devices**

Solutions offered as On-Premise and Cloud-Hosted must be compatible with the User Devices described below:

- 2.1. **Desktop/Laptop Hardware.** Hewlett-Packard (HP) brand business-class.
- 2.2. **Tablets.** Windows tablets version 10.1; iPads iOS 12.1
- 2.3. **Tablet/Laptop Combos.** Microsoft Surface.

**3. Software Standards: User Productivity**

Solutions offered as both On-Premise and Cloud-Hosted must be able to substantially co-exist in a City environment with the User Productivity software described below:

- 3.1. **Desktop Operating System.** Microsoft Windows version 7 and Windows 10 Enterprise, or the most current version of this Operating System to within an n-1 standard.
- 3.2. **Desktop Software.** The proposed system must not conflict with, or modify standard desktop software. Other standard software includes: ESET Antivirus; Java Version 8; Adobe Acrobat DC; and SAPGUI. The City targets n-1 if not the latest updates.
- 3.3. **Office Productivity.** Microsoft Office Suite. Versions currently in use are Office 2013 Pro Plus, and Office 365. In addition: Microsoft Project, Standard and Professional, versions 2013, 2016; and Microsoft Visio, Standard and Professional, versions 2013, 2016.
- 3.4. **Web Browsers.** Google Chrome, Microsoft Internet Explorer IE11 and Mozilla Firefox version 47 or the current manufacturer's version to within an n-1 standard.

#### **4. Applications Standards**

- 4.1. **Programming Language Standards.** HTML5 (Web Presentment); Python (ESRI ArcGIS Script); ASP.net (Dynamic Web Pages); PHP; PowerShell (Windows Automation Scripting); Microsoft SQL Server Reporting Services (SSRS); Transact T-SQL (Database Programming Language); and Microsoft .Net Responsive design.
- 4.2. **Data Transport Protocol Standards.** XML (includes JXDM); JSON; SOAP / HTTP / RESTful (web services); EDI; ACH; and ESRI - File GeoDatabase.
- 4.3. **Desktop Configuration.** Desktop components for any solution must be able to be pushed to the user via the City's Service Center Configuration Manager (SCCM) platform.
- 4.4. **Reporting Tool Integration Standards.** SAP Crystal Reports; and Microsoft SQL Server Reporting Services.
- 4.5. **Web Content Management System.** Drupal.
- 4.6. **Document Management Integration.** OpenText.
- 4.7. **Geographic Information System and Integration Standards.** ESRI - ArcGIS Desktop; and RouteSmart / ArcGIS Network Analyst.

#### **5. Hosting Standards**

- 5.1. **City Hyper Converged Infrastructure.** If solution is proposed as On Premise, it must support either:

- a. **Hyper Converged Infrastructure:** server, shared-storage, networking equipment, and software for infrastructure management. The City's standard Integrated Infrastructure Model is the VMWare Virtual Cloud Foundation.
- b. **standalone server:** HP ProLiant Generation 10 or higher.
- 5.2. **Server OS.** Solution must support Server Operating System: Microsoft Windows Server 2016.
- 5.3. **Web Servers.** If proposed system is locally hosted, it must support web servers: Microsoft IIS and Apache to an n-1 standard.
- 5.4. **Virtual Servers.** Solution must support virtual server hosting: VMware ESX (to an n-1 standard).
- 5.5. **Relational Database Management Systems.** If solution is proposed as On Premise, it must support Relational Database Management Systems (RDBMS): Microsoft SQL Server version 2016 or higher.
- 5.6. **Cloud.** Public Cloud Providers are Microsoft Azure, and Amazon Web Services (AWS). Services provided include Infrastructure as a Service (IaaS), or Platform as a Service (PaaS). If purposed solution is IaaS or PaaS, it must reside within the borders of the United States and support either Microsoft Azure or AWS. Private cloud using Virtual Cloud Foundation is the standard.

## 6. Security Standards

- 6.1. **Encryption.** Solution must support industry standard methods, and at a minimum secure, modern algorithm for the encryption of Sensitive Data<sup>1</sup> in transit to and from the host and server system, at rest within storage subsystem(s) and client computer(s), and must use most recent secure versions of encryption protocols such as SSL, TLS, or Secure FTP.
- 6.2. **Web Authentication.** Web authentication must be aware and ready (or configurable with) Security Assertion Markup Language (SAML).
- 6.3. **System Administration.** Solution must ensure user session automatically logs out upon twenty (20) minutes of user inactivity.

---

<sup>1</sup> Please refer to the City's Data Classification Policy for further detail.

<https://citynet.sandiego.gov/sites/default/files/dlpguidelines.pdf>

<https://citynet.sandiego.gov/sites/default/files/it-security-standards-guidelines.pdf>

- 6.4. **System Sharing.** Solution must not permit the transmission of City data beyond the approved City domains sandiego.gov and sannet.gov.
- 6.5. **Logging.** Solution must support interoperability with, and stream logs to the City's centralized Sumo Logic Security Information and Event Management (SIEM) platform for, at a minimum, all security related events including logon, logoff, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the solution. Logs must include user ID generating the transaction, time of the transaction, and details regarding the activity (e.g. logon, logoff, or data details).
- 6.6. **Logical Data Separation.** In the instances of a shared-hosting environment, including, but not limited to, shared hardware, processing, platform, application instance, software code and architecture, and security controls, Vendor must ensure that City data is logically separated from third-parties to ensure no leakage of City data occurs.
- 6.7. **Rights to Data.** Upon termination or expiration of any contractual agreement, Vendor will retain the City's data for a minimum of ninety days and will transfer City data in its possession to the City at no cost by using a method that protects the confidentiality of the information being exchanged and as agreed upon by the City but, at a minimum, data records will be provided in ASCII comma, separated value (CSV) format, with binary images in TIFF, JPG, or PDF format. The City retains the right to test the data extraction process on an annual basis. Upon the expiration of the ninety day period, Contractor and its hosting service provider will have no obligation to maintain or provide any City data and must thereafter, unless legally prohibited, delete in such a manner as prevents recovery through normal/laboratory means, all City data in its systems or otherwise in its possession or under its control.

**EXHIBIT F  
INTERROGATORIES**

**1. Security**

- 1.1. Will the Proposer or solution need access to the City's internal systems to do development or for operational use of the new system?

- 1.2. Does the solution require any connections to systems outside of the City's firewall?

- 1.3. If the solution is hosted outside of the City's internal network, does the solution need a connection inside of the City's firewall?

**2. Network**

- 2.1. Is the solution: on-premise, hosted solution, software as a service (SaaS), or hybrid? Please describe.

- 2.2. If the solution is on premise, how many IP addresses and network connections will be needed?

- 2.3. Does access to the solution/application need to be restricted inside the City's network to certain IP addresses or subnets?

3. **Data Center**

- 3.1. If the solution is on premise: How many servers are required?

- 3.2. If the solution is on premise: Can the servers be virtualized?

- 3.3. What is the OS, DB, and App language and which version (Windows SQL server preferred? Only SQL Server and Oracle are supported as on premises solutions at the City)?

4. **Service Desk**

- 4.1. If the solution is On-Premise, what administrative level of rights are required on the desktop to install an application? To use an application?

- 4.2. If the solution is On-Premise, can SCCM (System Center Configuration Manager) be used to push the required desktop components?

- 4.3. Please describe how will the system be kept current with patches and upgrades?

**5. Architecture and Standards**

- 5.1. What is the architecture of the solution/application? (e.g. Web, 2-tier, etc.)

- 5.2. What software (if any) is required on a City desktop?

- 5.3. Are there any desktop components required to be installed?

- 5.4. Please confirm to what extent the solution is ADA Compliant? Are you able to provide a Voluntary Product Accessibility Template (VPAT) with your response, to assist the City in making preliminary assessments regarding Section 508 accessibility of your products and services? The VPAT template is provided by the Information Technology Industry Council at <http://www.itic.org/public-policy/accessibility>. \*

- 5.5. If the solution is to be linked or jumped off from the City's website, then what is the domain name or URL going to be, and whose responsibility is it to get it?

- 5.6. Please provide contact information for your pre-sales technical support.

- 5.7. Solutions offered as both On-Premise and Cloud-Hosted must be able to substantially co-exist in a City environment with the User Productivity software and hardware described in Exhibit E. Please describe where your solution may not be compatible within the City's described environment.

- 5.8. Where are the hosting sites located?



5.9. Where are backup sites located?



**Request for Proposal (RFP) for  
Audio-Visual and Video System Engineering Services for San Diego Public Library**

**Solicitation Number:** 10089525-20-K

**Solicitation Issue Date:** August 14, 2019

**Mandatory Pre-Proposal Conference:** August 21, 2019 @ 9:30 a.m.  
Central Library  
Katie Sullivan  
Commission Room 9<sup>th</sup>  
Floor Room 926  
300 Park Blvd,  
San Diego, CA 92101

**Questions and Comments Due:** August 28, 2019 @ 12:00 p.m.

**Response Due Date and Time ("Closing Date"):** **October 4, 2019 @ 2:00 p.m.**

**Contract Terms:** Five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.

**City Contact:** Jerry G. Gibbs  
Procurement Contracting Officer  
1200 Third Avenue, Suite 200  
San Diego, California 92101  
jggibbs@sandiego.gov  
(619) 236-5510

**Submissions:** Respondent is required to provide three (3) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

**Note: Emailed submissions will not be accepted.**

**CITY OF SAN DIEGO**

**PURCHASING & CONTRACTING DEPARTMENT**

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619)236-5904

**ADDENDUM A**

RFP No. 10089525-20-K

RFP Closing Date: **October 4, 2019**  
@2:00p.m.

**Bid for furnishing the City of San Diego with Audio-Visual and Video System Engineering Services.**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Delete the original Cover Sheet and replace with the attached Addendum A Cover Sheet.
2. Delete the original Request for Proposal Signature Page 3 and replace with the attached Addendum A Request for Proposal Signature Page 3.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Jerry Gibbs  
Associate Procurement Contracting Officer  
(619)236-5510

September 17, 2019

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, will constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

\_\_\_\_\_  
Proposer

BY:

\_\_\_\_\_

\_\_\_\_\_  
Street Address

Print Name:

\_\_\_\_\_  
City

\_\_\_\_\_  
Director, Purchasing & Contracting Department

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
E-Mail

BY:

\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

\_\_\_\_\_  
Print Name

BY: \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CITY OF SAN DIEGO**

**PURCHASING & CONTRACTING DEPARTMENT**

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619)236-5904

**ADDENDUM B**

RFP No. 10089525-20-K

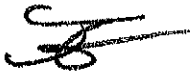
RFP Closing Date: October 4, 2019  
@2:00p.m.

Bid for furnishing the City of San Diego with **Audio-Visual and Video Systems Engineering Services**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Delete the Addendum A Request for Proposal Signature Page 3 and replace with the attached Addendum B Request for Proposal Signature Page 3.
2. Add four (4) pages "Questions and Answers". (NOTE: The questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this RFP.)
3. Add three (3) pages - "Attachment A".
4. Add seven (7) pages - "Attachment B".

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Jerry Gibbs  
Associate Procurement Contracting Officer  
(619)236-5510

September 26, 2019

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

\_\_\_\_\_  
Proposer

BY:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Kristina Peralta  
Director, Purchasing & Contracting Department

\_\_\_\_\_  
City

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
E-Mail

BY:

\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative

\_\_\_\_\_  
Print Name

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_  
Title

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Deputy City Attorney

QUESTIONS AND ANSWERS

Question 1: Manufacturer support coverage will be required for some equipment, direct from the manufacturer. Will the city be purchasing these separately?

**Response:** Contractor should expect to purchase all reasonably necessary manufacturer support on behalf, and for the benefit, of the City. For equipment that will remain with, or be owned by the City, during and beyond the term of the Contract between City and Contractor, Contractor must secure manufacturer support coverage for the life of the equipment, and only if such lifetime coverage is unavailable, may the Contractor secure manufacturer support coverage for a period consistent with industry standard.

Question 2: During the bidder's conference, it was mentioned that one of the scoring criteria will be the vendor's ability to meet a minimum 20% SDBE/WBE/DVBE. Please clarify the exact requirements and how they will they will be applied to the evaluation process.

**Response:** For this solicitation, pursuant to subsection F, of subsection 3.6, of section C, of Exhibit A to the solicitation, the Equal Opportunity Contracting Program (EOCP) will apply a maximum of 12 additional points to the Contractor's point tally calculated from scoring within the framework described in subsections A through E, of subsection 3.6, of section C, of Exhibit A to the solicitation. These additional points will be awarded as follows in this solicitation's proposal evaluation process:

- If the Contractor achieves 20% participation, 5 points will be added.
- If the Contractor achieves 25% participation, 10 points will be added.
- If the Prime Contractor is a SDBE or an DBE firm, 12 points will be added.

Question 3: During the bidder's conference it was discussed that the main focus of the vendor's time would be focused at the main downtown library, at least from a priority standpoint, but that the vendor will be required to support all 36 branch locations. The RFP provides no specifics as to the systems or room types these locations have. Please provide details for the various branches, noting in particular which have broadcast studios, and what your support expectations are.

**Response:** Currently, only the Central Library is equipped with broadcasting capabilities. Two branch libraries, Valencia Park/Malcolm X and Logan Heights branch libraries have music recording studios which will also need to be supported (current equipment lists attached hereto as Attachment A). In addition, the AV vendor will be tasked with supporting the audio and visual presentation needs

at other branch libraries. This will include, but is not limited to, supporting overhead and wall mounted projectors, digital displays and speakers, wired and wireless microphones, and the multimedia interface used for transferring video and audio digitally from a source to a video display device or other compatible device(s). For example, see the Mission Hills-Hillcrest/Knox Branch Library list in Attachment A.

**Question 4:** In the main branch there are two large meeting spaces that are used by the public. These will need to be surveyed periodically to ensure proper performance. Please detail these spaces and exactly what your support expectations are.

**Response:** Please see Attachment B attached hereto, for a detail of the two large meeting spaces at the Central library.

Projector maintenance (including lamp replacement and optimizing image). Updating hardware/software and drivers for Crestron system. Soldering/repairing/replacing jacks and connections (HDMI, XLR, DMX, etc). Working with the wireless mics to ensure the strongest connection and diagnosing RF or other interference. Ensuring the fidelity of audio and video signals to various monitors, screens, and speakers. Ensuring connections from the Auditorium and Shiley to the TV Studio, and that such connections are set and talking to each other.

**Question 5:** There is no mention in the RFP as to the expectations for service call response time by phone, time to get on site, number of preventative maintenance calls, etc. Basically, all of the things that would be identified in a formal SLA. Please clarify your requirements.

**Response:**

Priority Level	Response Time	Restoration Time from Technician arrival
P1 High (2-4hr total time for restoration)	Phone call from contractor ≤ 10 min of being alerted to P1 Technician arrival at location ≤1hr from alert	≤3hrs
P2 Medium (1-2days total time for restoration)	Phone call from contractor ≤1hr of being alerted to P2 Technician arrival at location ≤4hrs from alert	≤44hrs
P3 Low (1 week or more total time for restoration)	Phone call from contractor ≤2hr of being alerted to P3 Technician arrival at location ≤48hrs from alert	≤3 business days, or as necessary
P4 Preventive Maintenance	as needed	TBD



Question 6: During the bidder's conference it was mentioned that the vendor would also be a consultant to the SD Library system and would be called on to assist with designing A/V solutions. The consulting work would include new projects and potential remedies for existing systems. The consulting work however would not guarantee the vendor the work. Depending on the situation and the funding source, the project might have to go out to bid and be awarded to lowest bidder. Written clarification on this is needed. Would consulting work be paid for? If so, would it be at the same hourly rate as noted in the RFP response for service tech or would it be quoted on a case by case basis? Is there a limit on how much time would be allowed for consulting services and is there a minimum the vendor would be allowed to charge?

**Response:** All work provided under the Contract resulting from this solicitation must fall within the Scope of Work, as described in Exhibit B to this solicitation, and paid at the rates determined in the Pricing Schedule; nothing said during the bidder conference changes that. Any additional services required beyond such Scope of Work will require a separate procurement process for which the awarded vendor will be compensated based on the terms of that agreement.

Question 7: What percentage of role distribution is anticipated for maintenance, support, special events assistance, and design/engineering services in the predefined block of hours listed in Exhibit B as this may involve several different skill sets from different labor resources?

**Response:** Maintenance – approximately 70%, Support – approximately 20%, Special Events – approximately 5%, Design Services – approximately 5%; however, the needs of the City will determine the actual percentages, and may vary over the course of the Contract resulting from this solicitation.

Question 8: Will there be a defined process for adding, changing, or removing persons listed to the contract?

**Response:** Yes

Question 9: Does Exhibit F need to be filled out and completed with the RFP response or is it simply an example to be used for future reference?

**Response:** Yes, Exhibit F is required to be filled out and completed with the RFP response.

Question 10: If the contract were to use the available approved budget that has been set aside by the City Council prior to the expiration of the 5 year term would the contract

be amended for any additional costs to meet the time requirement or be viewed as complete?

**Response:** If any additional funds above the authorized amount are required to complete the project the City will address it at that time, in accordance with the City's legal requirements.

**ATTACHMENT A**

**Mission Hills-Hillcrest/Knox Branch Library**

<b>Manufacturer</b>	<b>Model</b>	<b>Description</b>	<b>Quantity</b>
<b>DISPLAY</b>			
OFE	OFE	OFE PROJECTOR LIFT & MOUNT	1
OFE	OFE	OFE PROJECTION SCREEN	1
SHARP	SHAPNLE801	LCD, 80" 1080P 350NIT 111LB 5000:1 CONTRAST TUNER & SPEAKERS	1
CHIEF	CHIXTM1U	MOUNT, FUSION MICRO-ADJ TILT WALL MOUNT, EXTRA LARGE	1
CHIEF	CHPACPC1	POWER CONDITIONER ACCESSORY	1
<b>SWITCHING &amp; INTERFACE</b>			
CRESTRON	CREDMTX200C2GWT	WALLPLATE, DIGITALMEDIA 8G+ TRANSMITTER 200 (MATTE WHITE)	1
CRESTRON	CREDMPS34K150C	DIGITALMEDIA PRESENTATION SYSTEM 150 3- SERIES 4K	1
CRESTRON	CREDMRMC4KZ100C	RECEIVER/ROOM CONTROLLER, DM 8G+ 4K60 4:4:4 HDR 100	1
CRESTRON	CREHDEXT3CBSYSTEM	EXTENDER, HDMI OVER HDBaseT W/IR & RS-232 (BLACK)	1
BARCO ELECTRONICS, INC.	BARR9861520NA	CLICKSHARE COMPLETE STARTER PKG, CSE-200	1
LIGHTHORSE TECHNOLOGIES	CBQ-SARFGT-SARMGT- 50FT	CABLE ASSEMBLY, SMA, PR JACK CRIMP TO SMA RP PLUG LMR400 50'	2
<b>AUDIO</b>			
BIAMP SYSTEMS	BIATESIRAFORTEAVBVT	TESIRA FORTE DSP I/O SERVER, 128 X 128 CH AVB, AEC, VOIP	1
SHURE	SHUUA845WB	ANTENNA & POWER DISTRIBUTION SYSTEM	1
SHURE	SHUSLX1485G4	SYSTEM, SLX WIRELESS W/SLX1 & WL185	2
SHURE	SHUSLX24SM58G4	MICROPHONE SYSTEM, HANDHELD DIVERSITY	2
SHURE	SHUUA8572596	ANTENNA, 1/2 WAVE OMNIDIRECTIONAL FOR SLX4 RECEIVERS	2
SHURE	SHUUA834WB	ANTENNA AMPLIFIER IN LINE FOR REMOTE	2
<b>MOUNTING</b>			
SHURE	SHUUA850	CABLE, 50' UHF	2
RADIO DESIGN LABS	RDLSTD10K	DIVIDER/COMBINER, 10K OHM (4 INPUT/OUTPUT CHANNELS)	1
LAB GRUPPEN INNOVATIVE PO	LAB990691111	AMPLIFIER LUCIA 120/1-70, 1 X 120/120/60W	1
LAB GRUPPEN INNOVATIVE PO	LAB990692002	RACK MOUNT KIT (LUCIA)	1
QSC	QSCACC6T	SPEAKER, 6" 2-WAY CEILING 70/100V (ORDER IN PAIRS)	6
<b>CONTROL</b>			
CRESTRON	CRETSW760WS	TOUCH SCREEN, 7" SURFACE MOUNT - WHITE SMOOTH	1
NETGEAR	NETGS108PE300NAS	ETHERNET SWITCH, PROSAFE PLUS 8-PORT GIGABIT 10/100/1000BASE	1
<b>EQUIPMENT RACK</b>			
MIDDLE ATLANTIC	MIDPD915RVRN	POWER STRIP, 9 OUTLET, 15A SURGE/SPIKE PROTECTED, RACKMOUNT	2
MIDDLE ATLANTIC	MIDD2LK	2 SPACE (3 1/2") RACK DRAWER, BLK BRUSHED FINISH, W/KEYLOCK	1
MIDDLE ATLANTIC	MIDUQFP2	PANEL, ULTRA QUIET FAN	1
MIDDLE ATLANTIC	MIDU1V	RACKSHELF, 1 SPACE (1 3/4")	2
MIDDLE ATLANTIC	MIDBRK2822	RACK, 28 SPACE (49") 22" DEEP BLACK MELAMINE	1
MIDDLE ATLANTIC	MIDRKWHD	CASTER KIT, HEAVY DUTY FOR BRK/MBRK W/2 LOCKING WHEELS	1
MIDDLE ATLANTIC	MIDRKG28	FRONT DOOR, SMOKED TEMPERED GLASS - FITS 28" SPACE RACK	1
<b>PAGING EQUIPMENT</b>			
BOGEN COMMUNICATIO NS	BOGTERRAEX	IP PAGING ADAPTER	1
BOGEN COMMUNICATIO NS	BOGTERRAIEX	2 CHANNEL AUDIO OVER IP ENCODER/DECODER	2
JBL	JBLNCSA140ZUUS	AMPLIFIER, 1 X 40W , FANLESS, 70/100V, 1U HALF-RACK	1
JBL	JBLNCSA1120ZUUS	AMPLIFIER, 1 X 120W , FANLESS, 70/100V, 1U HALF-RACK	1
BOGEN COMMUNICATIO NS	BOGS5TW	SPEAKER, 5.25", 8 OHM WHT/TRA	8
BOGEN COMMUNICATIO NS	BOGS86T725PG8WVK	SPEAKER, 8" W/TRANSFORMER AND GRILLE & VOLUME CONTROL	32

**ATTACHMENT A**

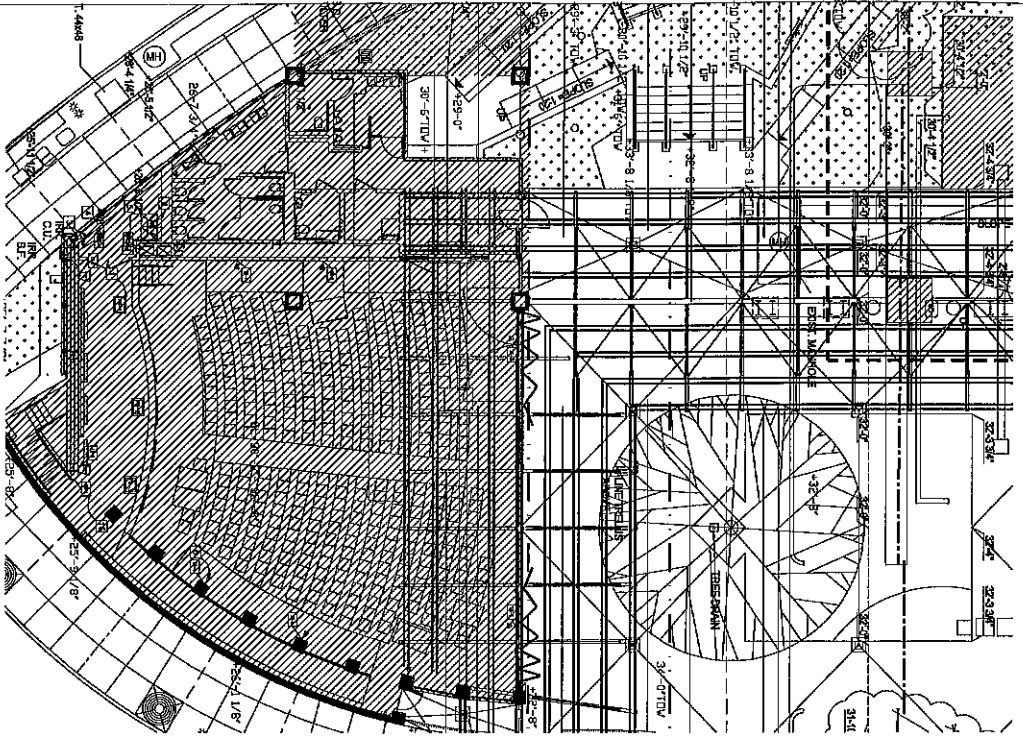
**Logan Heights Branch Library**

<b>Manufacturer</b>	<b>Model</b>	<b>Description</b>	<b>Quantity</b>
<b>Soundproofing List</b>			
		3.5' x 5' Whisper Room Enhanced (vocal booth)	1
		6' x 8' Whisper Room (mixing room)	1
		2'x2'x2" Auralex absorption foam panels (with adhesive)	24
<b>Audio Recording</b>			
		Rode NT1A Vocal Mic Package	1
		Shure SM57 Mic	1
		Boom microphone stands	2
		25' XLR balanced cable	10
		25' 1/4" instrument cables	2
		Sennheiser HD280PRO Headphones with 25' extension cable	2
		iMac	1
		Studio RTA Producer Station Cherry	1
		Pro-tools Standard (with perpetual license)	1
		Allen & Heath QU-24 30-In/24-Out Digital Mixer	1
		M-Audio Code 49 Midi Controller	1
		KRK Rokit 5 Generation 3 Powered Studio Monitor Pair	1
		Furman M-8X2 Merit Series 8 Outlet Power Conditioner and Surge Protector	1
<b>Display</b>			
	AV2	ADJ American DJ AV2 2.9mm LED Video Wall Panel	12
	CAT461	ADJ American DJ Pro	2
	CAT303	American DJ Panel to Panel 3ft Cat6 Data Cable	10
	MPC25	American DJ Powercon to Edison 25ft Cable	2
	PLC3	American DJ Panel to Panel 3ft Powercon Cable	10
	VX4S	American DJ VX4S Video Processor, Scalar, Switcher	1
	MED-592	Arkaos Media Master Express Visual Software Box	1
		HDMI Cable, High Speed 3'	1
		HDMI Cable, high Speed with Ethernet, 15ft	1
		VGA Cable w/ audio, M-M, passes ID Bits, 15ft	1
		2 Gang Low Voltage Plastic Mounting Bracket Black	1
		5k Lumen WUXG, Laser Projector	1
		Universal Projector Mount	1
		DM Lite – HDMI® over CATx Transmitter & 2x1 Auto-Switcher	1
		DM Lite – HDMI® over CATx Receiver, Surface Mount	1
		DigitalMedia™ Ultra Patch Cable, 50 ft (15 m)	1

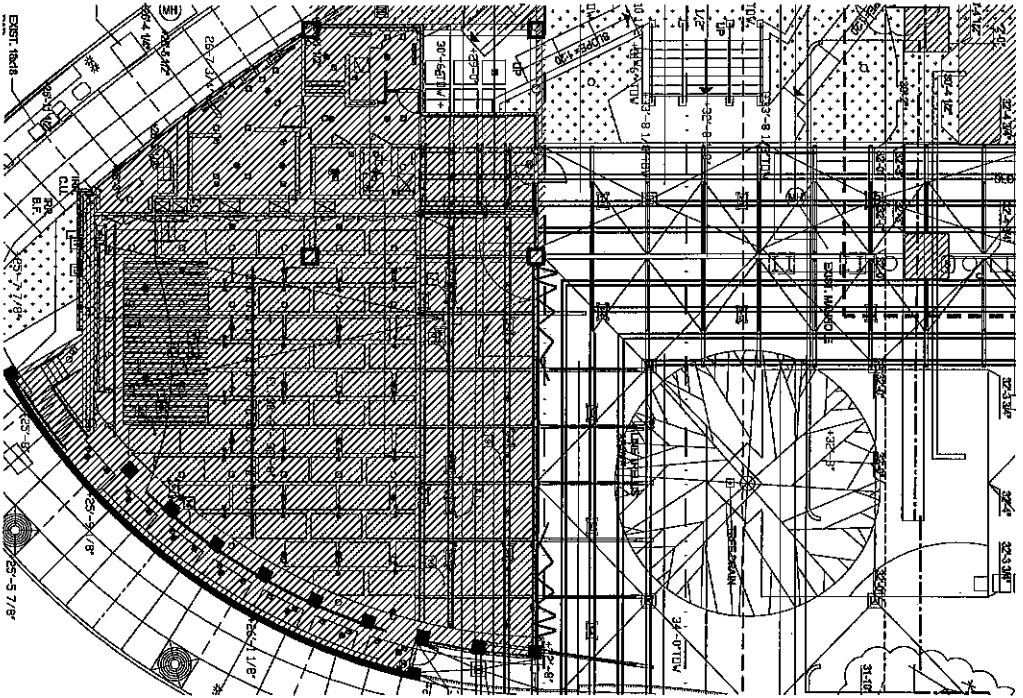
**ATTACHMENT A**

**Valencia Park/Malcolm X Branch Library**

<b>Manufacturer</b>	<b>Model</b>	<b>Description</b>	<b>Quantity</b>
<b>Computer Hardware/Software</b>			
		iMac	1
		Apple USB SuperDrive	1
		Final Cut Pro X	1
		Logic Pro X	1
<b>Camera System</b>			
Vaddio	999-6911-000	WideSHOT™ QUSB S"stem	1
Vaddio	998-6000-004	Optional 1/2 Rack Mounting Kit for EasyUSB™	1
<b>Control</b>			
Extron	60-1389-01	EBP 200NEW	1
Extron	60-1086-01	EBP NAV DNEW	1
<b>Audio</b>			
Extron	60-1095-01	DMP 44 LC 4x4 Digital Matrix Processor	1
Extron	60-850-01	70 V Mono Amp - 200 Watts	1
Extron	60-1505-03	CS 26T Plus - sold in pairs	1
Extron	60-804-01	Audio Combiner ASA 141	3
<b>Rack/ Power</b>			
OFE	OFE	IT style 19" equipment rack	1
Extron	60-190-01	Universal Rack Shelf Kit for 9.5" Deep Products	1
<b>Display</b>			
Samsung	LH22UDBPLBB/ZA	21.5" Square Display for Business UD22B	15
Samsung	WMN22UDPD	Wall Mount for Business for UD22B	15
<b>Switcher</b>			
Extron	60-1484-01	SW HD 4K, 4 Inout HDMI Switcher	1
Extron	60-1271-12	DTP Transmitter for HDMI	1
Extron	60-1271-13	DTP Receiver for HDMI	1
OFE	StarTech	HDMI or DVI to DisplayPort Active Converter	1
<b>Control</b>			
Extron	60-1085-01	EBP 1050, 5 Button Panel	1
Extron	60-1429-01	Pro 250 Control Processor	1
Extron	70-988-01	PS1220EB Power Supply/Distribution Hub	1
<b>Accessories</b>			
Extron	60-604-21	RSB123 Rack Shelf, Gray	2
Extron	26-663-09	Ultra/9 (9'HDMI Cable)	6
CVI	Custom	Equipment Rack/Susrae Suppressor	1



1 AUDITORIUM DEVICE LOCATION PLAN



2 AUDITORIUM DEVICE LOCATION REFLECTED CEILING PLAN

3 PROJECTION PATH SCHEDULE

NO.	DESCRIPTION	SCALE
1	PROJECTION PATH SCHEDULE	AS SHOWN

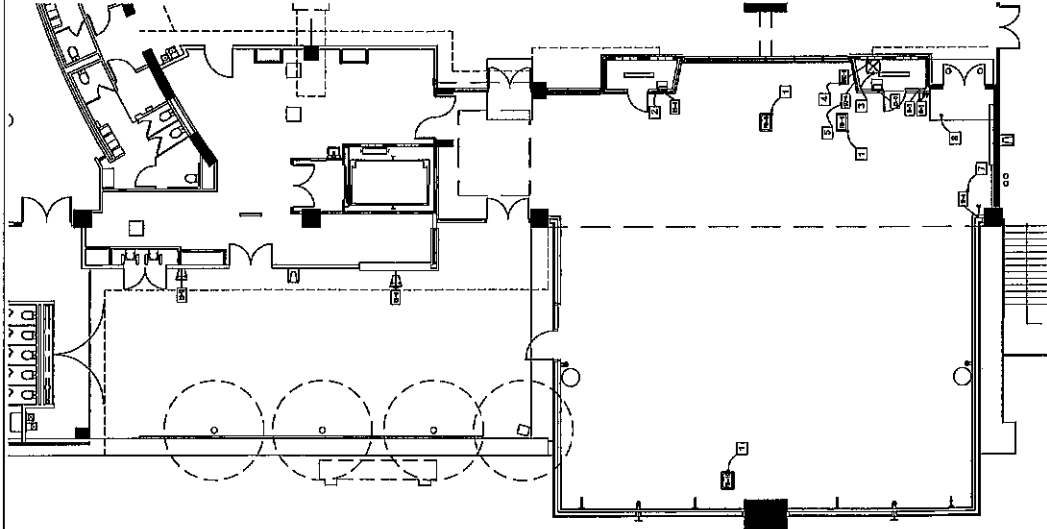
ATTACHMENT B  
 APPENDUM B  
 SEPTEMBER 26, 2019

- SHEET NOTES**
1. ALL DIMENSIONS UNLESS OTHERWISE NOTED TO BE CONSIDERED PER ARCHITECT AND OTHER RELATED TRADES.
  2. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  3. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  4. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  5. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  6. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  7. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  8. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  9. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  10. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  11. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  12. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  13. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  14. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  15. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  16. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  17. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  18. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  19. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
  20. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS. ALL WORK IS TO BE COMPLETED PER THE ARCHITECT'S AND ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.

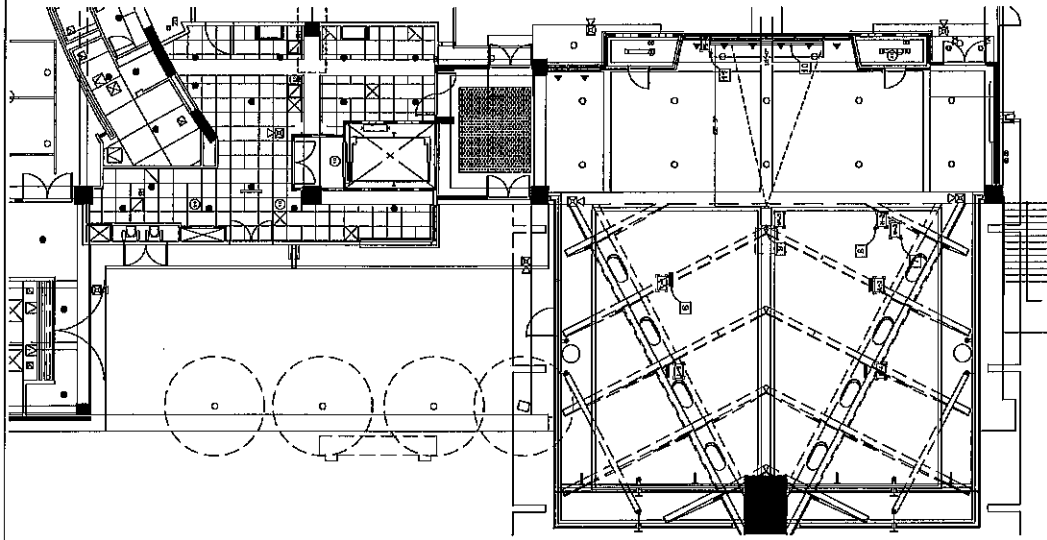
PROJECT <b>SAN DIEGO          MAIN LIBRARY</b>	REV. DATE APPROV. STATUS DESCRIPTION	SUBMITTAL RECORD DOCUMENTS
	1-1-2013 TW 1-15-2013 DC 3-3-2014 CB	
DRAWING TITLE <b>AUDIOVISUAL:          AUDITORIUM DEVICE          LOCATION PLANS</b>	DRAWING NO. <b>AV1.01</b>	PROJECT NUMBER <b>AV1.01</b>
CHECKED BY DATE SCALE	DRAWING NO. <b>AV1.01</b>	PROJECT NUMBER <b>AV1.01</b>

**Audio Associates**  
 San Diego  
 Audio - Video - Engineering - Contracting

8200 CENTER DRIVE 619-461-9445  
 LA MESA, CA. 91942



**1** SPECIAL EVENTS 933 DEVICE LOCATION PLAN  
1/8"=1'



**2** SPECIAL EVENTS 933 DEVICE LOCATION REFLECTED CEILING PLAN  
1/8"=1'

**SHEET NOTES**

1. APPROXIMATE DIMENSIONS SHOWN TO BE CORRELATED WITH ARCHITECTURE AND OTHER RELEVANT TRADES.
2. FURNITURE AND EQUIPMENT LOCATIONS TO BE CORRELATED WITH ARCHITECTURE AND OTHER RELEVANT TRADES.
3. APPROXIMATE DIMENSIONS SHOWN TO BE CORRELATED WITH ARCHITECTURE AND OTHER RELEVANT TRADES.
4. APPROXIMATE DIMENSIONS SHOWN TO BE CORRELATED WITH ARCHITECTURE AND OTHER RELEVANT TRADES.
5. APPROXIMATE DIMENSIONS SHOWN TO BE CORRELATED WITH ARCHITECTURE AND OTHER RELEVANT TRADES.
6. APPROXIMATE DIMENSIONS SHOWN TO BE CORRELATED WITH ARCHITECTURE AND OTHER RELEVANT TRADES.
7. APPROXIMATE DIMENSIONS SHOWN TO BE CORRELATED WITH ARCHITECTURE AND OTHER RELEVANT TRADES.
8. APPROXIMATE DIMENSIONS SHOWN TO BE CORRELATED WITH ARCHITECTURE AND OTHER RELEVANT TRADES.
9. APPROXIMATE DIMENSIONS SHOWN TO BE CORRELATED WITH ARCHITECTURE AND OTHER RELEVANT TRADES.
10. APPROXIMATE DIMENSIONS SHOWN TO BE CORRELATED WITH ARCHITECTURE AND OTHER RELEVANT TRADES.
11. APPROXIMATE DIMENSIONS SHOWN TO BE CORRELATED WITH ARCHITECTURE AND OTHER RELEVANT TRADES.
12. APPROXIMATE DIMENSIONS SHOWN TO BE CORRELATED WITH ARCHITECTURE AND OTHER RELEVANT TRADES.

**Audio Associates**  
 Audio - Video - Engineering - Consulting  
 San Diego  
 8200 CENTER DRIVE  
 LA MESA, CA, 91942  
 619-461-9445

REV.	DATE	BY	DESCRIPTION
1	5-1-2018	TR	REVISION
2	5-1-2018	DC	REVISION
3	3-29-2018	CR	REVISION
4	3-29-2018	CR	REVISION
5	3-29-2018	CR	REVISION
6	3-29-2018	CR	REVISION
7	3-29-2018	CR	REVISION
8	3-29-2018	CR	REVISION
9	3-29-2018	CR	REVISION
10	3-29-2018	CR	REVISION
11	3-29-2018	CR	REVISION
12	3-29-2018	CR	REVISION
13	3-29-2018	CR	REVISION
14	3-29-2018	CR	REVISION
15	3-29-2018	CR	REVISION
16	3-29-2018	CR	REVISION
17	3-29-2018	CR	REVISION
18	3-29-2018	CR	REVISION
19	3-29-2018	CR	REVISION
20	3-29-2018	CR	REVISION

**PROJECT**  
 SAN DIEGO  
 MAIN LIBRARY

**DRAWING TITLE**  
 AUDIOVISUAL  
 NINTH FLOOR DEVICE  
 LOCATION PLAN

**DATE**  
 03-21-2014

**CHECKED BY**  
 DC

**SCALE**  
 PROJECT NUMBER

**DRAWING #**  
 AV1.03

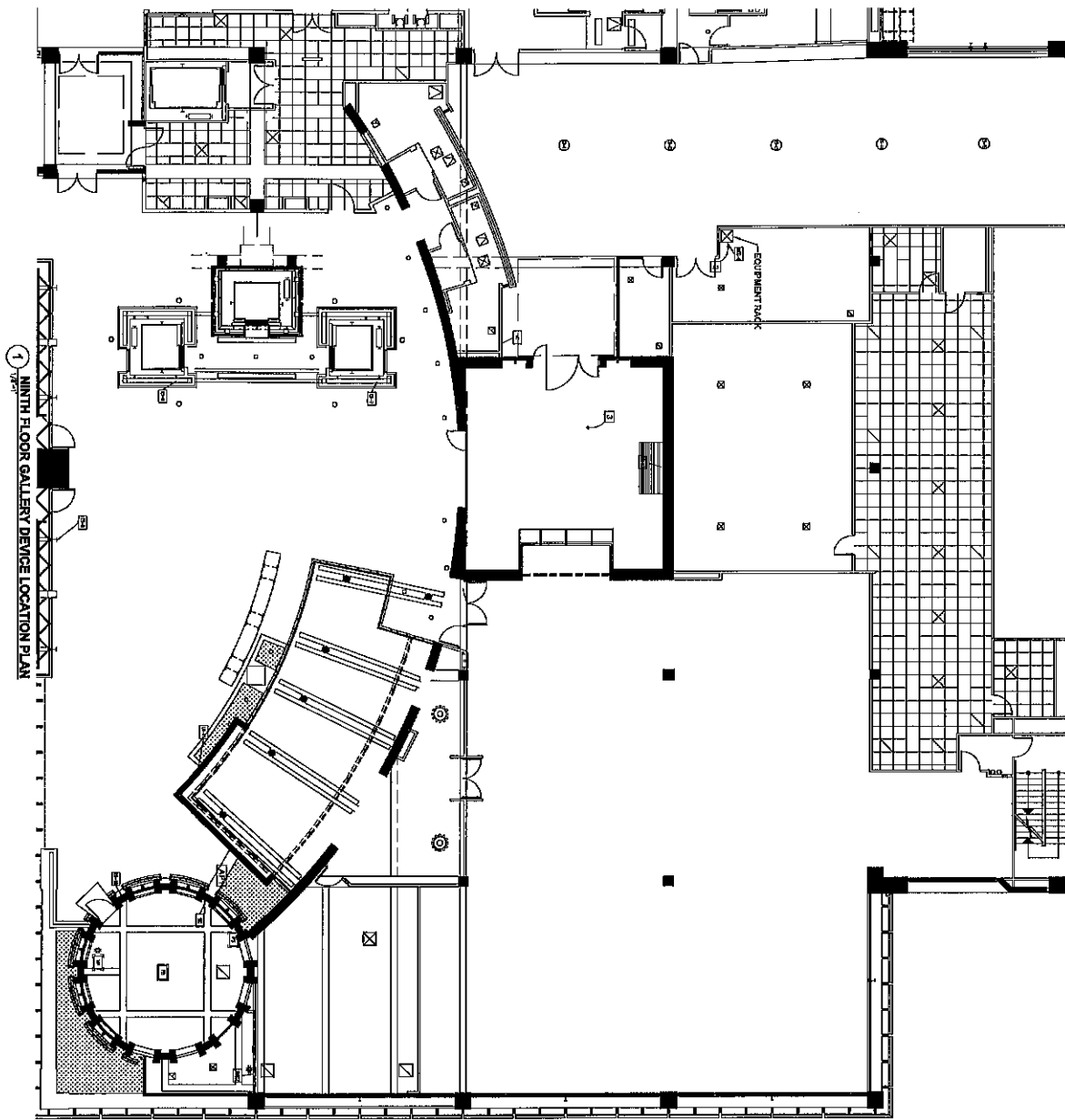
**SHEET**  
 OF

**ATTACHMENT B**

**ADDENDUM B**  
 SEPTEMBER 26, 2019

AS BUILT RECORD DOCUMENTS

AUDIOVISUAL  
 NINTH FLOOR DEVICE  
 LOCATION PLAN



APPENDIX B  
 ATTACHMENT B  
 SEPTEMBER 26, 2019

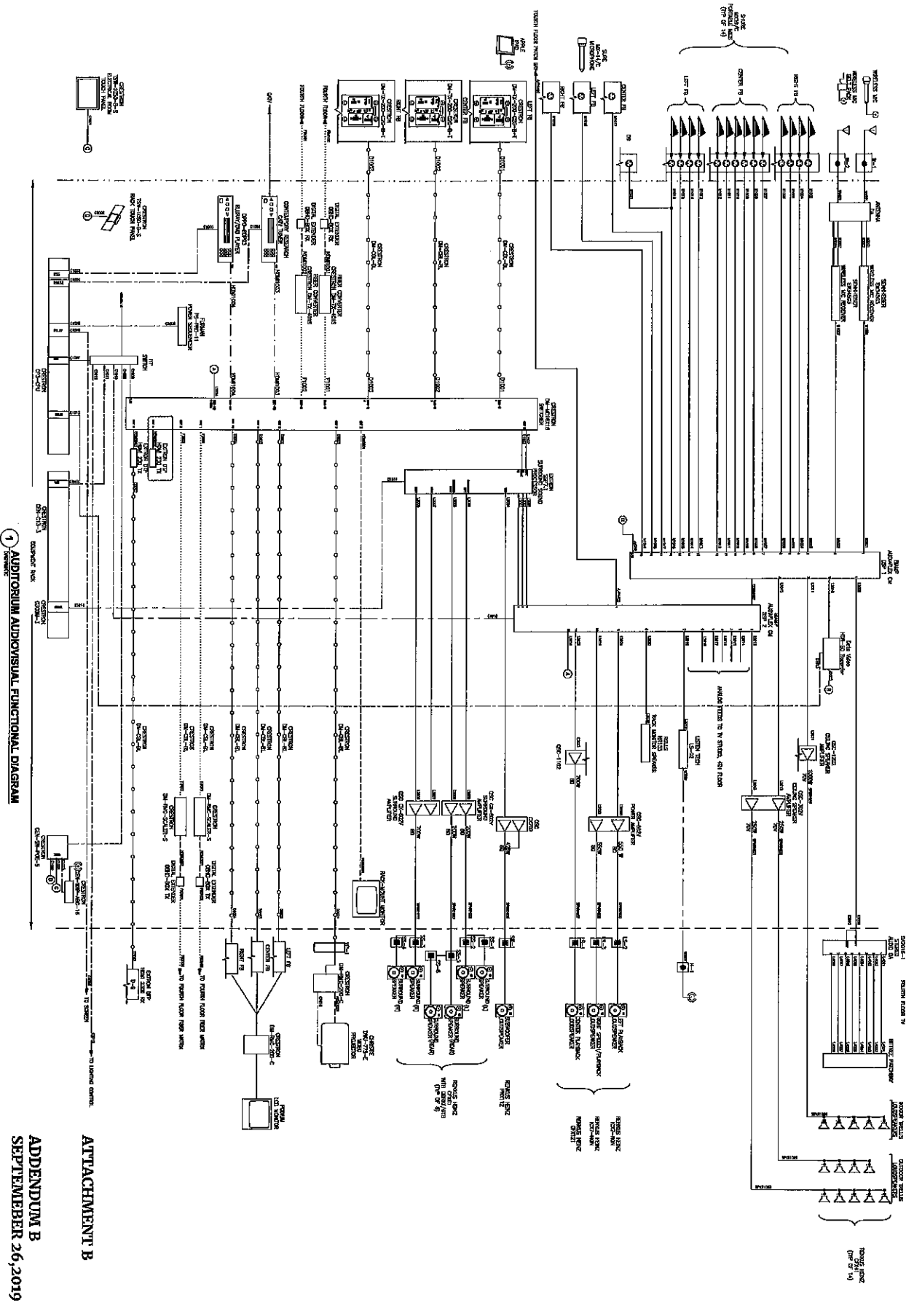
- SHEET NOTES**
- 1. ALL-WORKED GROUP MUSIC LOCATIONS
  - 2. QUALITY CONTROL SYSTEM LOCATIONS
  - 3. WALL MOUNTED SPEAKER CONTROL
  - 4. OTHERS (SEE 10) PANEL

REV.	DATE	APPROV.	STATUS	DESCRIPTION
▲	6-1-2013	TW		SUBMITTAL
▲	4-18-2013	DC		
▲	3-3-2014	CB		RECORD DOCUMENTS
▲				
▲				
▲				
▲				

**Audio Associates**  
*San Diego*  
 Audio - Video - Engineering - Contracting

8200 CENTER DRIVE LA MESA, CA. 91942 619-461-9445





1 AUDITORIUM AV FUNCTIONAL DIAGRAM

ATTACHMENT B  
 ADDENDUM B  
 SEPTEMBER 26, 2010

PROJECT	SAN DIEGO MAIN LIBRARY
DRAWING TITLE	AUDITORIUM AV FUNCTIONAL DIAGRAM
DRAWN BY	TV
CHECKED BY	DK
DATE	03-03-2014
SCALE	N/S
PROJECT NUMBER	
DRAWING #	AV2.01
SHEET	OF 2
REV	2

REV	DATE	APPROV.	STATUS	DESCRIPTION
1	5-1-2013	TV	TR	SUBMITTAL
2	4-16-2013	DK	CD	RECORD DOCUMENTS
3	03-03-2014	DK	CD	
4	03-03-2014	DK	CD	
5				
6				
7				
8				
9				
10				

**Audio Associates**  
*San Diego*  
 Audio - Video - Engineering - Contracting

8200 CENTER DRIVE 619-461-9445  
 LA MESA, CA. 91942

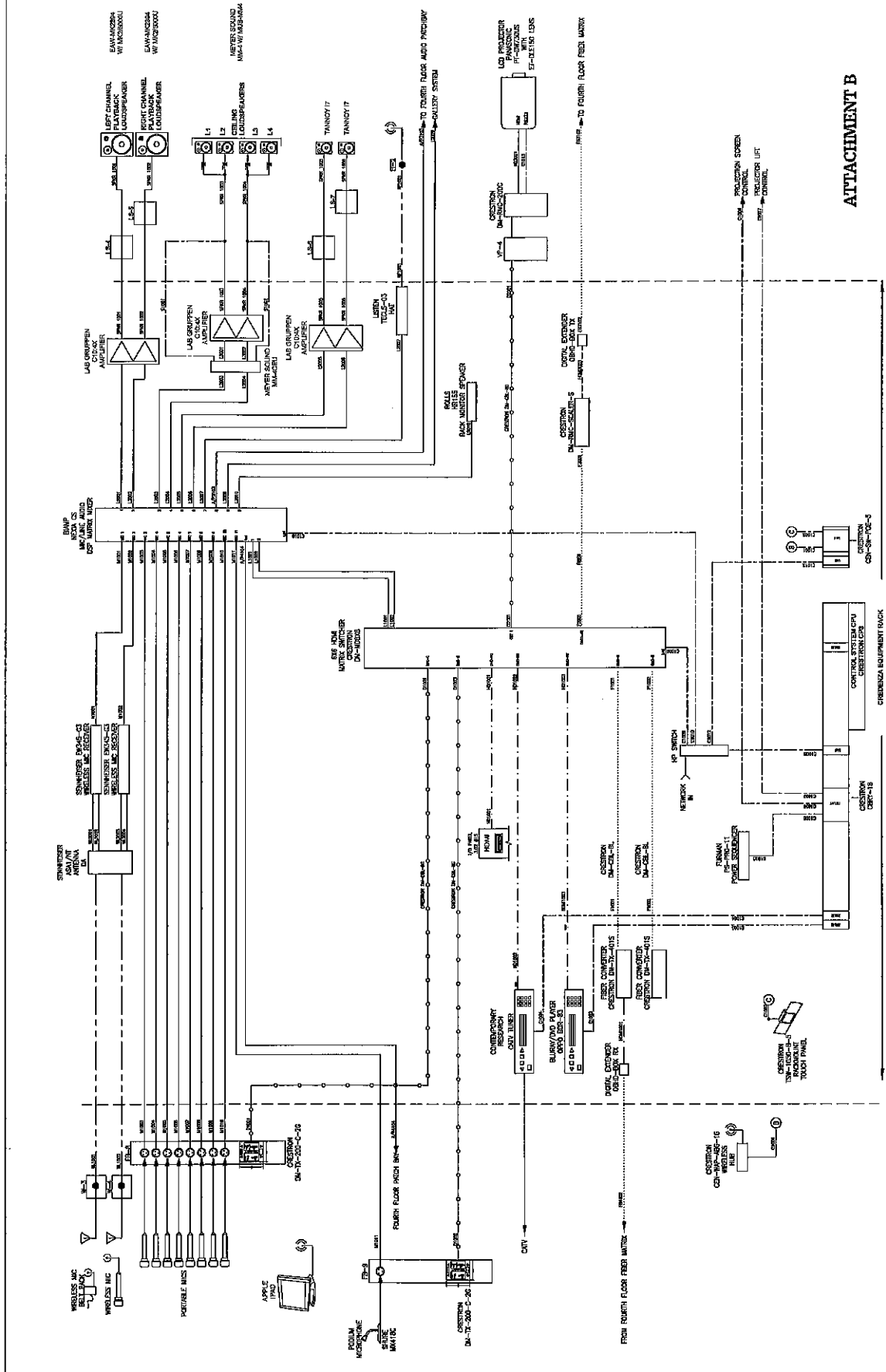
Audio - Video - Engineering - Contracting  
*Audio Associates*  
 San Diego  
 8200 CENTER DRIVE LA MESA, CA 91942 619-451-9445

REV.	DATE	APP'D.	STATUS	DESCRIPTION
1	8-1-2013	TM	REVISED	RECORD DOCUMENTS
2	8-1-2013	DS	REVISED	RECORD DOCUMENTS

PROJECT: SAN DIEGO MAIN LIBRARY  
 DRAWING TITLE: SPECIAL EVENTS ROOM FUNCTIONAL DIAGRAM

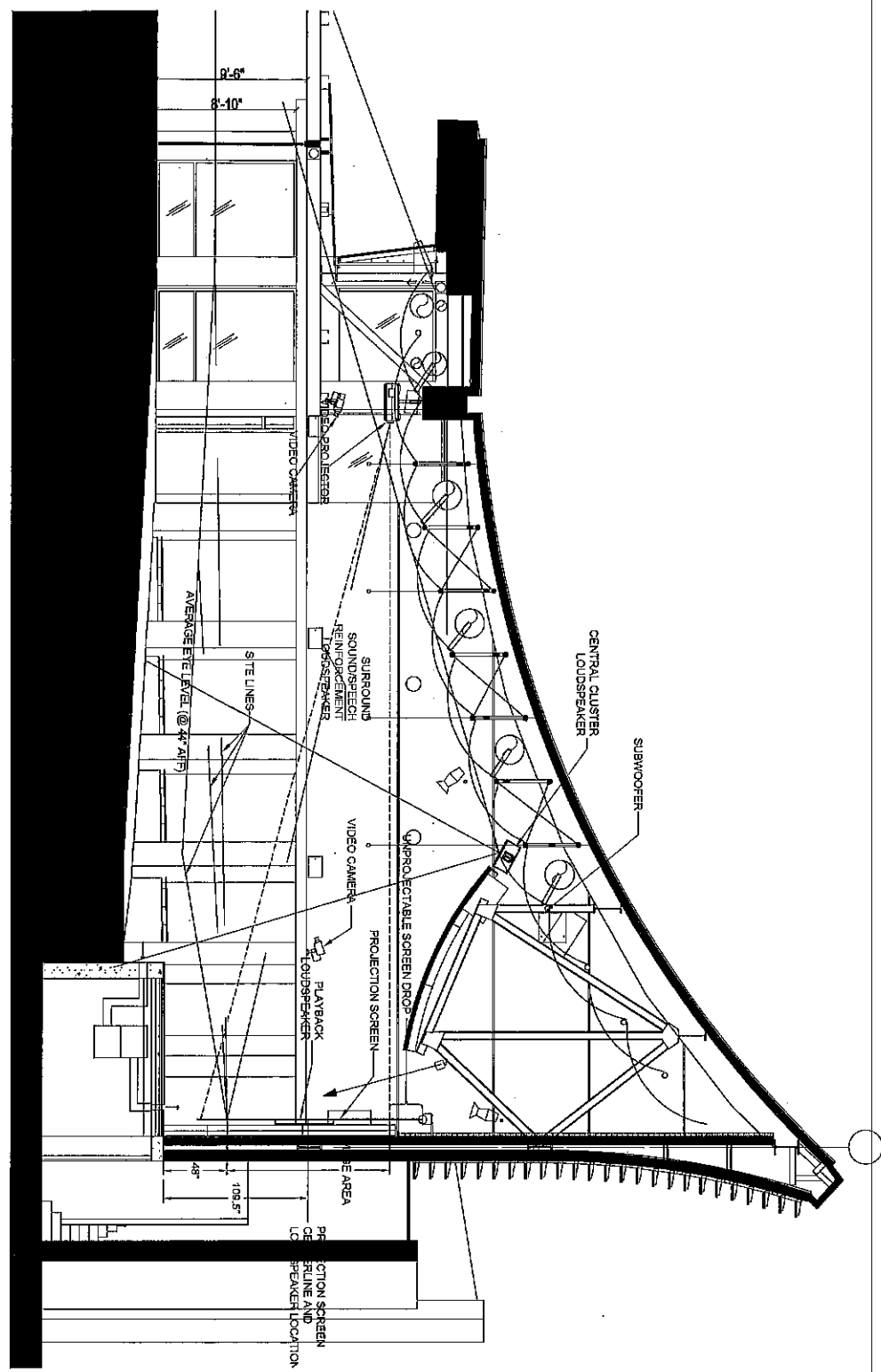
DRAWN BY: TM	CHECKED BY: DS
DATE: 03-03-2014	PROJECT NUMBER: AV2.04
SCALE:	SHEET OF: REV 2

**ATTACHMENT B**  
**ADDENDUM B**  
**SEPTEMBER 26, 2019**



1 SPECIAL EVENTS ROOM SSS FUNCTIONAL DIAGRAM (ISSUED)

1 AUDITORIUM PROJECTION SECTION VIEW



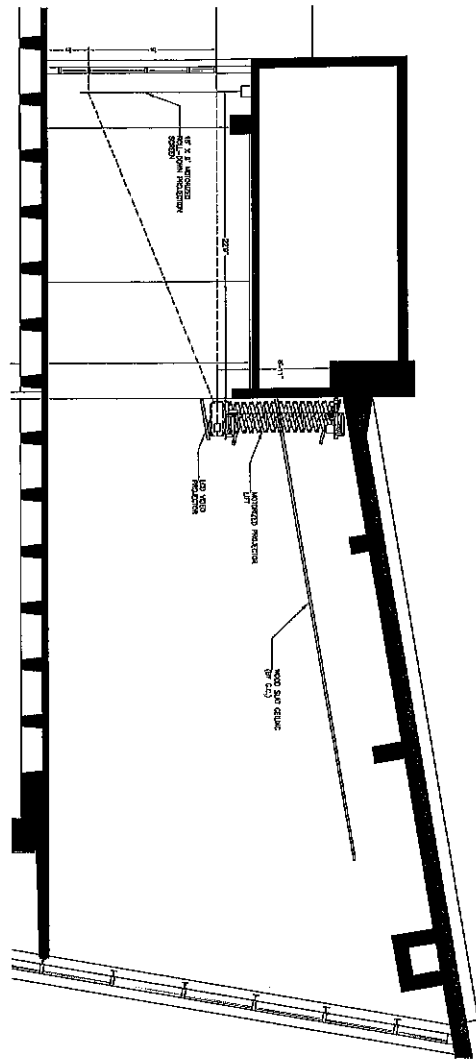
ATTACHMENT B  
 APPENDUM B  
 SEPTEMBER 26, 2019

DRAWN BY: TW  
 CHECKED BY: DC  
 DATE: 03-03-2014  
 SCALE:  
 PROJECT NUMBER:  
 DRAWING NUMBER:  
 SHEET OF: AV5.01

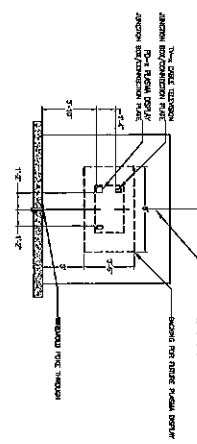
PROJECT: SAN DIEGO MAIN LIBRARY  
 DRAWING TITLE: AUDIOVISUAL AUDITORIUM SECTION AND ELEVATIONS

REV.	DATE	APPROV.	STATUS	DESCRIPTION
▲	3-1-2013	TW		SUBMITTAL
▲	4-18-2013	DC		
▲	3-3-2014	CB		RECORD DOCUMENTS
▲				
▲				
▲				
▲				
▲				

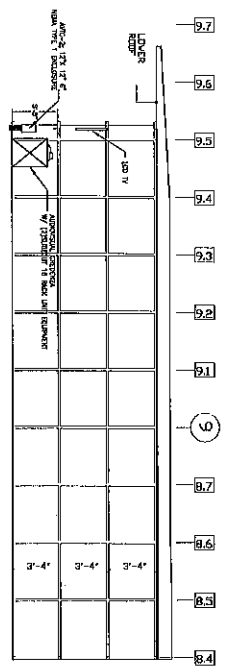
**Audio Associates**  
 San Diego  
 Audio - Video - Engineering - Contracting  
 8200 CENTER DRIVE 619-461-9445  
 LA MESA, CA. 91942



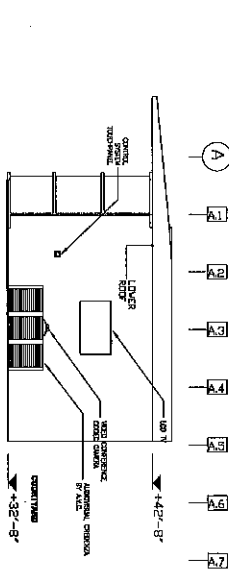
1 SPECIAL EVENTS 933 PROJECTION SECTION VIEW  
1/4"=1'



2 TYPICAL LARGE CONFERENCE/GROUP STUDY ROOM  
ELEVATION VIEW  
1/4"=1'



3 CONFERENCE 151 PROJECTION SECTION VIEW  
1/4"=1'



4 CONFERENCE 151 PROJECTION SCREEN WALL ELEVATION VIEW  
1/4"=1'

ATTACHMENT B  
ADDENDUM B  
SEPTEMBER 26, 2019

REV.	DATE	APPROV.	STATUS	DESCRIPTION
1	5-1-2013	TW		SUBMITTAL
2	1-18-2013	EC		
3	3-3-2014	CB		RECORD DOCUMENTS
4				
5				
6				
7				
8				
9				
10				

PROJECT	SAN DIEGO MAIN LIBRARY
DRAWING TITLE	AUDIOVISUAL: SECTIONS AND ELEVATIONS
DRAWN BY:	TW
CHECKED BY:	EC
DATE:	03-03-2014
SCALE:	
PROJECT NUMBER:	
DRAWING NUMBER:	AV5.02
SHEET OF:	

**Audio Associates**  
San Diego  
Audio - Video - Engineering - Contracting

8200 CENTER DRIVE 619-461-9445  
LA MESA, CA. 91942