



COUNTY of VENTURA

**COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVE., L#1080
VENTURA, CA 93009**

**REQUEST FOR PROPOSAL
#6193**

For

**County of Ventura Board of Supervisors Hearing Room
Technology Upgrade and Replacement Project**

**Issue Date: July 9, 2024
Due Date: August 6, 2024**

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SECTION 1.0

GENERAL INFORMATION AND SCOPE OF WORK

This Request for Proposal (RFP) has been posted for your convenience at the following web address: <https://ventura.bonfirehub.com/portal/?tab=login>. Addenda and attachments, if issued, are also posted. It is Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 Introduction/Purpose

The County of Ventura (hereinafter referred to as County) invites your organization to submit a written proposal to provide Audio-Visual (AV) and Television (TV) Production equipment, software, and services for the County of Ventura Board of Supervisors' Hearing Room (Board Room), located in the Hall of Administration Building (HOA). Proposals shall be due no later than 3:00 p.m. on Friday, August 9, 2024 for the design, furnishing, and integration of new turnkey TV and AV technical systems in accordance with the attached Terms and Conditions, Instructions to Offerors which by this reference are made a part hereof.

The focus of this project is to replace nearly all TV Broadcast Production Systems and AV Presentation Technology Systems contained primarily within the Board Hearing Room and an adjacent Control Room. Some minor modifications to the HOA Lobby area are also within the scope of this project and there may be other areas the County is interested in reviewing and request cost to upgrade. A current Control Room will be modified with new racks and equipment, while the current Control Room operators and functions will move to an adjacent space and will be configured as the new TV & AV Control Room – Caribbean Conference Room, Room #241. The primary services for this project are to design, furnish and integrate new turnkey TV and AV technical systems that serve the primary business operations of the Board Hearing Room, the Board of Supervisors and other civic meetings that are hosted in the Board Room. Offerors shall be skilled and regularly engaged in the general class or type of work called for in the solicitation documents.

1.2 Background

Ventura County is located on California's "Gold Coast," approximately 35 miles northwest of Los Angeles and 20 miles southeast of Santa Barbara. Residents enjoy rolling hills and sweeping ocean views in a nearly perfect Mediterranean climate with an average annual temperature of 74 degrees. The beauty and weather combined with a wonderful quality of life are among the many reasons our residents choose to call Ventura County "home."

Ventura County is a "general law" county, governed by a five-member, elected-by-district Board of Supervisors. The Supervisors appoint a County Executive Officer (CEO) to oversee the County budget, day-to-day operations, and to advise, assist and act as an agent for the Board of Supervisors in all matters under the Board's jurisdiction.

It focuses on serving its residents by promoting engagement, strategy, execution and accountability to include diversity, equity, and inclusion initiatives to ensure that all employees are treated with respect and without discrimination, and to improve culturally appropriate outcomes for community members.

The County is supported by more than 10,000 allocated full-time equivalent (FTE) allocations in 26 agencies/departments. The County provides a broad variety of services from 26 different

departments and agencies that include safety and social services, healthcare, airports, harbor, resource management, parks, information technology, and public works. There are six elected department heads in addition to the Board of Supervisors: Assessor, Auditor-Controller, Clerk-Recorder/Registrar of Voters, District Attorney, Sheriff, and Treasurer-Tax Collector.

1.3 Pre-Proposal Conference

A mandatory Pre-Proposal conference will be held at 9:00 a.m. on Wednesday, July 24, 2024 at the Board of Supervisors Hearing Room, located in the Hall of Administration at the County of Ventura Government Center, 800 South Victoria Avenue, Ventura, CA 93009.

The purpose of this meeting is to clarify requirements and answer vendor questions. In order to provide comprehensive answers and minimize response time, Offerors are asked to submit questions in writing prior to this conference. Pre-Proposal questions should be submitted to the Buyer under the "Messages" tab of the solicitation online at: <https://ventura.bonfirehub.com/portal/?tab=login>.

1.4 Action Dates

The following is an outline of the anticipated schedule for the proposal review and contract award.

Issue Request for Proposal (RFP)	Tuesday, July 9, 2024
Mandatory Pre-Proposal Conference	Wednesday, July 24, 2024
Last day for questions	Tuesday, July 30, 2024
Proposals Due	Tuesday, August 6, 2024
Evaluation-award	Tuesday August 20, 2024
Start Work	Tuesday, September 17, 2024

The Contractor shall not commence work until a meeting between representatives of the contractor and the County of Ventura is held. The meeting will be held at a County of Ventura site, at a time and date to be established. The schedule set forth above is subject to change.

1.5 Questions Regarding RFP

All questions concerning this Proposal should be submitted online under the "Messages" tab. All other questions may be directed to Rory Aronsky, Senior Buyer, at (805) 477-7111, [email: rory.aronsky@ventura.org](mailto:rory.aronsky@ventura.org).

County shall not be obligated to accept the lowest priced proposal. An award, if made, will be in the best interests of the County after all factors have been evaluated.

While County intends to enter a contract for these services, it will not be bound to do so. County reserves the right to reject any or all proposals. County shall be the sole judge of the offers hereunder.

Deadline for questions or clarifications concerning this RFP is July 30, 2024 at 5:00 p.m.

SECTION 2.0

INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

2.1 Submittal Deadline

Completed proposals must be submitted online through VCVIP per instructions at <https://ventura.bonfirehub.com>.

Offerors are permitted to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1, Alternate Proposal 2, etc." Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP.

Offerors are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline listed on the RFP Details tab in the VCVIP portal. The receiving time in VCVIP will be the governing time for acceptability of proposals. No hard copy, oral, telegraphic, electronic mail, facsimile, or telephone proposals or modifications will be considered.

2.2 Proposal Response

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating "No Proposal". Include name and address of Offeror.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

2.3 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by County must withdraw their proposal in order to make the modifications. All modifications must be made online, properly by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by Offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for receipt.

2.4 Opening of Proposals

Proposals will not be opened publicly but a list of the names of Offerors submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

2.5 Examination of the Request for Proposal

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to Offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Offerors from any obligation with respect to this proposal.

2.6 Proposal Validity

Proposals submitted hereunder shall be firm for 180 calendar days from the due date unless otherwise qualified.

2.7 Proposal Content/Format

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

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

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

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

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

Assemble and present your proposal response in the order that the items are listed, identifying each response by the corresponding number.

a. Cover Letter/Signature on Proposal

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

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

Upload the Cover Letter through Requested Information.

b. Company Profile and Qualifications

Offeror must provide company profile in Section 2 – Offerors Information Questionnaire, Question set 1.

Information provided shall include:

1. Correct legal name as registered with the California Secretary of State.
2. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
3. Location of the company offices.
4. Location of the office servicing any California account(s). Include the hours of operation of the customer service unit involved in supporting the proposed services.
5. Number of employees both locally and nationally.
6. Location(s) from which employees will be assigned.
7. Name, address, and telephone number of the Offeror's point of contact for a contract resulting from this RFP.
8. Company background/history establishing that Offeror is qualified to provide the services described in this RFP.
9. Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.

Offeror must include in their proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Offeror or in which the Offeror has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. County reserves the right to reject any proposal based upon Offeror's prior history with County or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

c. **Staff Qualifications and Availability**

Identify key personnel and their position within the organization in Section 2 – Offerors Information Questionnaire, Question Set 2.

Provide a resume detailing the experience, level of expertise, and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day-to-day requirements of the County.

If you plan to subcontract work, you must indicate in Section 2 – Offerors Information Questionnaire, Question Set 4 the name and address of each subcontractor and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications, and representative experience.

d. **References**

Offerors must provide a minimum of three (3) references from similar projects performed within the last three years in Section 2 - Offerors Information Questionnaire, Question Set 3. In addition, include all local government (Southern California) references. Information provided shall include:

1. Client name;
2. Project description;

3. Project dates (starting and ending);
4. Dollar value
5. Staff assigned to reference engagement that will be designated for work per this RFP;
6. Client project manager name and telephone number.

e. **Financial Statement**

This competitive solicitation has a standard requirement that all submitted proposals include the Offeror's financial history. To comply with this requirement, all respondents are to furnish County with financial statements at the time of submittal in order to demonstrate the Offeror's financial capabilities. Failure to provide this information at the time of submittal will result in a recommendation by the Chief Procurement Officer to deem the response as non-responsive.

Each respondent shall submit their most recent two (2) years of annual financial statements for review that shall include the following: 1) Income Statement, and 2) Balance Sheet. County's preference is that financials be submitted in a comparative format, meaning that the two (2) most recent years are shown side by side. The financial statements are not required to be audited financial statements. If Offeror has been in business for less than the required number of years, then Offeror must disclose for all years of the required period that Offeror has been in business, including any partial year-to-date financial statements. County, during evaluation, may consider the unavailability of the most recent year's financial statements and whether Offeror acted in good faith in disclosing their financial documents.

Upload the Financial Statement through Requested Information.

f. **Compliance with County Standard Contract Terms and Conditions**

Successful Offeror will be required to enter into a written contract.

Offerors will review County's standard contract in Section 4 Contract Questionnaire, which will form the **basis** for any contract entered into hereunder.

Offerors must state approval of the standard contract, OR provide any comments/exceptions to this contract on a line-by-line basis.

For exceptions, address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.

Deviations considered excessive by County may reduce or eliminate an Offeror.

NOTE: The sample standard contract attached to this RFP is a template. Do not attempt to insert missing information nor complete the attached sample. Once a vendor is selected, Procurement will work with the selected vendor to draft a vendor-specific contract.

g. **Budget/Compensation**

The proposal should contain all pricing information relative to performing the branding and marketing services described herein.

Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed. No additional charges (e.g., for

transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein. Payments to the Offeror will be made based on each phase of the contract, which should be clearly defined by both task and cost in your proposal. The final payment for services rendered will be made upon final acceptance of completed project. Payments will be made within 30 days of receipt of Offeror's correct invoice.

h. **Offeror Understanding**

Offerors may include an understanding of the County's needs or any other information, deemed necessary, which may not be required in any other section of the RFP.

i. **Requirements**

Offeror's response shall state on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given, identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

Upload the response to Section 3 through Request for Information.

j. **Payment Terms**

Customary terms are Net 30 for work performed. Offerors shall indicate their offered payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

2.8 Costs Incurred in Responding

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration, or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the Offeror. It is understood that all proposals, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by Offerors throughout the entire selection process.

2.9 Addenda

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda.

2.10 Nomenclatures

The terms "Successful Offeror," "Successful Contractor," and "Contractor" may be used interchangeably in these specifications and shall refer exclusively to the firm with whom County enters into a contract because of this solicitation.

The terms "Proposal," "Solicitation," and "RFP" refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

2.11 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential until such time an award is made,

or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded.

One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)], or contains other technical, financial, or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically mark the pages of the response that contains the information.

The County will not honor any attempt by the Offeror to designate its entire proposal as proprietary.

2.12 Commitments, Warranty and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an Offeror within the scope of this procurement shall be binding upon the Offeror whether or not incorporated into a contract document. Failure of the Offeror to fulfill any such commitment shall render the Offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by an Offeror includes:

- Any modification of, or affirmation or representation as to the above, which is made by an Offeror in or during the course of negotiation.
- Any representation by an Offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

2.13 Proposal Validation/Evaluation

a. Validation

Proposals will be checked for the information required to conform to this RFP. Absence of required information may be cause for rejection.

b. Evaluation

The successful Offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

The Offeror's background, experience, and stability of their firm will be assessed. The evaluation will focus on the Offeror's record of successful service and support to accounts of comparable size and environment. The ability of the Offeror will be evaluated in terms of technical resources, staffing, staff experience, and facilities.

Client references will be contacted, and their responses will become a part of the award/review process.

2. Compliance with Contract Terms and Conditions

Proposals will be evaluated on the ability to comply with the County's Contract terms and conditions in Section 4 – Contract Compliance.

3. **Requirement/Methodology**

The ability to meet the requirements/specifications outlined herein.

4. **Cost**

The Proposals will be evaluated based on the Offeror's reasonableness of cost.

2.14 Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The Evaluation Committee may also contact and evaluate Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter into a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the proposals hereunder. The County reserves the right to award a contract to other than the Offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint which the Offeror can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written contract with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal if services exceed \$200,000.

2.15 Presentations

Offerors may be invited to make oral presentations to County personnel.

2.16 Cancellation of RFP

County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

2.17 Additional information

If during the evaluation process the County is unable to determine an Offeror's ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the Offeror's ability. The Offeror will be notified and permitted five working days to comply with any such request.

2.18 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Offeror from full compliance with the RFP requirements, if awarded a contract.

2.19 Rejection of Proposals

County reserves the right to reject the proposal of any Offeror who:

- previously failed to perform adequately for County or any other governmental agency within the previous twelve (12) months;
- submits false, incomplete, or unresponsive statements in a proposal;
- is in default on the payment of taxes, licenses or other monies due County;
- containing errors or discrepancies.

2.20 Protest Procedures

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Ventura County Procurement Services Manager, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009-1080.

The following conditions apply to proposal protest:

- a. **Before Proposal Submittal Deadline.** Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. **After Proposal Submittal Deadline.** Protest of award must be made by Offeror no later than five (5) calendar days after the Notice of Intent to Award. All protests must include the following information:
 - 1) The name, address, and telephone number of the protestor;
 - 2) The signature of the protestor, or protestor's authorized representative;
 - 3) The solicitation or contract number; and
 - 4) A detailed statement of the legal and/or factual grounds for the protest

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.

SECTION 3.0

SCOPE OF WORK/REQUIREMENTS AND COMPENSATION

The requirements described herein are considered reasonable to meet the County's needs. Offerors having alternate proposals to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County. Alternate solution proposals must clearly and distinctively indicate on the Cover Page that they do not adhere to the RFP requirements described herein. Alternate proposals **WILL NOT** be evaluated by the County unless an insufficient number of responses that do adhere to the process described herein are received. Upload all required documentation within Section 3 to "Misc – Vendor Optional" in Bonfire, including a completed Cost Proposal/Equipment List, given as Attachment A. Per questionnaire Q-27FT – RFP 6193 – Section 3 – Requirements and Compensation.

All services to be performed by, or under the direction of, the Offeror shall meet or exceed the minimum requirements outlined in this RFP, unless specifically addressed in the Offeror's Reply or subsequent negotiations. Services shall be performed in strict compliance with the requirements, regulations, and governance contained in the resulting Contract.

3.1.0 General Guidelines

a. Summary

The TV & AV Systems Integrator shall design, furnish and install equipment in the Board Room and Control Room including providing all labor, materials and equipment to replace all of the TV and AV current systems with a few exceptions and as defined and estimated by the Scope of Work and subject Equipment List.

This Scope of Work outlines the project service requirements including labor tasks for the design, pre-build, integration, testing, installation, and delivery of the specified TV and AV Systems. Additionally, this Scope of Work serves to describe the functional goals of the implemented technical systems, as well as set forth project conditions to be met before, during, and after the project's execution.

The primary goals of this project require the TV & AV Systems Integrator to execute full turn-key systems as described herein, and to deliver functionally comprehensive technical systems intended for "live" coverage of the Board of Supervisors ("BOS") meetings and accommodate other County meeting events or activities in the HOA Board Room.

Offerors will undergo evaluation based on the information outlined in this RFP. To facilitate the Offeror's comprehension, a summary of the requested information, along with corresponding content/instructions and the prescribed format for submission to the County, is provided below for convenience. Upload all requested documents to "Misc – Vendor Optional" in Bonfire.

Submission Item	Target Section / Additional Instructions	Submission Format
Offeror Proposal	Section 3.1.1	PDF file
Cost Proposal and Equipment List	Section 3.1.2.a	Provided Excel list
Waste Handling Plan	Section 3.4	PDF file
Non-Collusion Affidavit	Section 3.7	PDF file

b. Systems Goals & Objectives

The primary goals of the specifications and this Scope of Work is to describe the overall project tasks required of the TV & AV Systems Integrator and including the delivery of the final turnkey systems and their operational and functional goals.

These integrated systems and their design must consider all the information found in the specifications and scope of work during the designated Design Phase prior to the procurement stage. During the Design Phase the Systems Integrator is required to use:

- 1) **TV & AV Cost Proposal Equipment List** (Attachment A)
- 2) **Specifications and Statement of work**
- 3) **Functional Descriptions** (within this section)

The Functional Descriptions are to take precedent when there are design function or functional feature discrepancies and shall be clarified by the County and implemented by the Systems Integrator, subject to an official approval process.

During the Design Phase, the Systems Integrator will meet with the County, to refine the design and begin a review process until the final design specifications are complete. The end of the Design phase is marked by submittal of the final design package to be approved prior to the procurement stage (not including pre-ordering).

This design package delivered to the County shall include installation plans, single-line drawing functionals and final equipment list/BOM. Written acknowledgement by the County of the proposed final design drawings shall constitute acceptance of the design.

3.1.1 Scope of Work

The Scope of Work details and descriptions found herein will be included as a part of the contract between the County and the successful Systems Integrator/Proposer who is selected during the RFP process and approved by the Board of Supervisors. The Proposer will use these SOW details to establish a basis for their proposal and the Design phase and meet with the County and its representatives to get all the necessary information for needed functionality and operations to complete a design that addresses the County's requirements as set forth in this RFP

Key deliverables & highlights include:

- Implementing a **Project Schedule and Milestone Table** that should include a Gantt style detail along with a major milestone chart or spreadsheet
- Implementing a **Pre-build in New Control Room** that is currently used for minor AV and streaming activities and targeted for full TV & AV Systems Control with all control surfaces being installed. The old Control Room will still house server and chassis equipment and will be referred to as the Server Rack Room
- Implementing an **AV Control System** which primarily controls the AV Presentation Systems using new touch-screen control panels allowing for independent Dais locations to view multiple video sources on personal Monitors, and within a new Control Room space
- Implementing an **AV Presentation System** that includes a *Sound Reinforcement* system to with new microphones, amplifiers, and speakers; a *Video Presentation* system to include remote PC Connection Points, small Dais displays, large video displays and network recording
- Implementing a **Social Media Control System** as a part of the AV Presentation System with several OFCI items. Existing workflows and equipment are to be

integrated with new scan conversion and interfacing for web streaming and live Zoom, Webex, and other video conferencing technology formats.

- Implementing a **TV Broadcast Production & Control System** with new Cameras, Graphics, a newly installed Broadcast TV Lighting in the Board Room, Switching components, and streamlined automation and control for workflow and personnel efficiency.
- Implementing a **HOA Lobby Display System** with new narrow focused speaker system and (2) OFCI video cameras for survey viewing

As and Add Alternate request, Lower Plaza Assembly Room, will be equipped with another 2 of the OFCI video cameras from the existing board room.

Design Stage Deadlines:

Pre-Order Deadlines – Long lead time equipment and critical-design based major equipment such as items in the AV Control and Routing Systems as well as the Broadcast Cameras, Switcher and Graphics systems can immediately be ordered early before the Design Phase presuming it is approved by the Design team (Integrator and County). The Pre-order list may be extensive however items must be guaranteed to not change during the Design Phase. The deadline for pre-ordering is set between award of an agreement/contract by the County up until the approval of a final design package delivery.

Design Deadlines – The complete design package is expected to be completed by the 3rd week of August. Equipment can be ordered, and installation and commissioning take place between Wednesday, October 30, 2024, and Friday, December 6, 2024. The full system Substantial Completion condition, to allow for testing and training, is expected by Monday, December 9, 2024.

a. TV & AV System Project Services

1. *Engineering and Design*

Equipment lists, functional descriptions, and design goals have been described herein by the County to illustrate the functional intent, a basis of design and an indication of the scale of this project.

The Systems Integrator will evaluate the County's equipment selections and design and provide final system engineering, design, and equipment selections to ensure complete functioning systems with adequate infrastructure including power, panels, backboxes, conduits, anchoring and other permanent fixtures not provided by the County. This may include ancillary or secondary systems to ensure a turnkey system. The TV & AV Systems Integrator shall provide final selections and design to the County for approval prior to procurement as described in the Design Phase.

2. *Procurement*

Furnish by pre-order, order, and ensure timely delivery and payment for all equipment and services required to fulfill contract requirements including manufacturer's labor, materials, training (to be scheduled for timely completion), and warranty.

3. *Assembly*

Assemble all hardware, attachments, anchoring, furniture, racks, power-strips, and equipment including any additional miscellaneous materials as required to deliver completely functioning systems. The installed system and subsystems may require a pre-build/assembly phase (See Prebuild above), to allow for minimal downtime of

online systems. Coordination with the COUNTY for a milestone schedule will be necessary just prior to kick-off to discuss Assembly schedule.

4. *Demolition & Decommissioning*

While some pre-staging, assembly and pre-build may take place in the new, adjacent Control Room next to and on the same level as the Board Room, the old Control Room can be decommissioned after the last Board of Supervisors meeting with the full-size racks to be decommissioned along with all the workspace console systems. New Racks may be used and will be installed within 5-feet of the old rack locations. Some existing TV Broadcast equipment may be reinstalled as designed. Both the TV Production and AV Systems shall be decommissioned. The Systems Integrator shall remove and set aside for County inspection all decommissioned equipment.

The Systems Integrator shall alert the County to equipment containing embedded data and/or County asset control labels and set that equipment aside for alternate disposition. The Systems Integrator shall ensure that no equipment with County-related data will be removed from County possession.

5. *Cabling Decommissioning*

Cabling within the existing Control Room and between the Board Room and the Control Room will also be decommissioned and removed from cable pathways with the exception of cables that are to remain and be protected-in-place as a part of the OFCI equipment or systems as identified in the design stage or implied.

6. *System Commissioning*

Commission all systems and equipment as required by manufacturers of specified equipment and according to the functionality of systems defined within the Scope of Services section. Commissioning by the Manufacturer shall include schedule coordination and oversight of configuration, adjustments, programming, and any necessary installation work based on the County's specific needs. Because of the pre-build phase, special attention to divide system commissioning efforts may be necessary to implement and verify system performance measures related to successful operations and software control viability.

A fully burdened commissioning effort is required by engaging with the County to understand the specific and unique requirements of the County's functions and operations.

7. *Software Programming and Ownership*

Setup, configure, and program all required software necessary to develop a complete operating system, including all control logic and push button or touch-screen component panels, faceplate or interface programming. All credentials for all PC's, or other devices and their associated log-in credentials for Admin and Users will be provided to the County. All Engineering level credentials will also be delivered.

The Systems Integrator, and all entities working with or for the Systems Integrator agree that all materials, documents, software programs, uncompiled code, documentation, written designs, plans, diagrams, reports, software development tools, diagnostic aids, computer-processed media, other source codes, object codes, conversion aids, and software programming of any and all types, developed or acquired, in whole or in part pursuant to this project, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of COUNTY and delivered as a part of the final system acceptance process.

8. *Installation & Integration*

Install all equipment, cables, wiring, connectors, plates, and other materials including software, firmware, and control programming of systems as necessary for a completely functioning systems. The requirements of the project installation include both pre-build installation and final installation once the current system has been properly decommissioned and/or phased out.

9. *Testing and Adjustment*

Perform testing and adjustments of all Audio & Video Distribution Systems and programming validation to ensure system performance and include furnishing all necessary test equipment needed.

10. *Acceptance Testing*

Systems Integrator shall furnish and install a complete and operational system. Prior to County acceptance and hand-over of the completed TV Production and AV System and subsystems as described herein, the Systems Integrator shall demonstrate that the entire system is operational including all individual devices and specified control functions to the satisfaction of the County project designee.

The system is not a complete functional system until all equipment is online, tested, and functioning without defects and all power supplies, accessory cables, equipment manuals, and as-built system documentation have been provided to and accepted by the County. No training can take place until the system is substantially completed.

11. *Documentation*

The Systems Integrator will provide "as built" drawings in electronic AutoCAD with 4 copies of the finished "as-built" set on 11x17 sized paper to be delivered in PDF no later than 20 days after the project's completion for both the TV Production and AV Presentation Systems separately including single-line drawings, rack elevations, plan layouts and patching, network port details. It is only after delivery of these items that project is considered complete and final payment can be made.

12. *Warranty*

The Systems Integrator shall warranty the AV and TV Systems and subsystems covered by this SOW in accordance with requirement and specifications herein and the terms of the contract to be provided by the County. System functionality failure within the first year after system acceptance shall be troubleshot by the Systems Integrator with minimal to no assistance from the County. System repairs must be completed at least 24 hours prior to the next BOS meeting. In the case where repairs cannot be completed within 24 hours prior to BOS meeting, the Systems Integrator is to provide temporary measures with similar functionality. The temporary measures must not last for more than 2 BOS meetings following the incident. The Systems must be back to full functionality afterward. For one (1) year after system acceptance, the Systems Integrator shall arrange for pickup, repair, and delivery of all newly installed devices or systems that fail to operate correctly. Depot services including pickup of equipment, when local repair is available, shall be included for all installed equipment.

13. *Meeting Attendance Technical Support*

Additionally, the Systems Integrator shall provide onsite engineering and troubleshooting assistance with staff assistance for at least 3 consecutive civic meetings, with the 1st being a BOS meeting following the system acceptance milestone and extended by 1 or 2 meetings if significant issues arise within those first 3 civic meetings. The service shall include at least 1 technician or engineer who fully understands the installed systems and has worked on the project in a significant capacity and time frame.

b. TV & AV Systems Integrator Requirements

1. **Scope of Services** - Systems Integrator shall furnish all design, engineering, documentation, equipment procurement, shipping, labor installation, programming, setup, commissioning, materials, transportation, training, and warranty to the full satisfaction of the County in order to be accepted by the County as a complete functional system and in accordance with the specifications found herein.
2. **Certifications, License, Authorizations** - Systems Integrator and/or its subcontractors are to have the following licenses and certifications prior to submitting a response to the RFP and employees carrying valid certifications are to be assigned to this project:
 - I. A current and valid California C-7 Low Voltage Contractor's License.
 - II. At least one employee assigned to this project with Crestron Certifications in good standing (to be provided in proposal submittal).
 - III. Software Programmer used on the project must have at least a secondary or higher level of certification.
 - IV. The specified DSP company Certification held in good standing by at least one employee used on the job and named in the Proposal Response.
3. **Pre-Proposal Requirements** - It is the responsibility of the Systems Integrator to ensure that the documents and information provided herein, including the Cost Proposal/Equipment List Form, functional descriptions, and other documents and information are sufficient to design and build the system and deliver a turn-key system to the County. Any potential changes discovered by the Proposer within the documentation provided or major missing equipment deemed necessary for the successful completion of any system, are to be brought to the attention of the County prior to submission of a proposal.
4. **Dealer Status** - The Systems Integrator must be a direct dealer in good standing with proposed equipment manufacturers. A letter from each major manufacturer dated within the last 120 days of bid/proposal opening detailing dealer status is required upon request prior to final negotiations.
5. **Intent Changes, Variances** - All work is to be done in compliance with the design intent as specified in the design documentation and the RFP. The Systems Integrator shall indicate any variance from the design intent by notifying the County. Variances are not approved until all applicable documents have been updated and both the County and TV & AV Systems Integrator have approved the variance in writing. As specified herein, the functionality described is the most significant and takes precedence.
6. **Latest & Greatest Model** - The Systems Integrator is responsible for any updates to the Cost Proposal/Equipment List Form due to changes in equipment model numbers or part numbers including any discontinuance or change in specification that does not meet design intent. All changes are to be approved in writing by County.
7. **Trade Coordination** - Systems Integrator is responsible for all coordination with other trades (including electrical) as applicable to ensure a functionally complete system. Systems Integrator is responsible for resolution of conflicts with connection of and/or integration of systems including cable pathways, raceways conduit, back boxes, floor boxes, and pull boxes whether within Systems Integrator scope or not.
8. **Infrastructure Requirements** - Under their scope of work, the Systems Integrator is responsible for ensuring all infrastructure, and all means of support, suspension, attachment, fastening, bracing, and seismic restraints used on the project are in accordance with all local, state and federal building codes.

9. **Completed System Milestone** - The system is not a complete functional system until all equipment is online, tested, and functioning without defects. It will not be deemed complete unless all power supplies, accessory cables, portable equipment, equipment manuals, and as-built system documentation have been provided to and accepted by the County.
10. **Final Documentation Requirements** - The Systems Integrator will provide the "as built" drawings in AutoCAD with four (4) copies of the finished "as-built" set on 11x17 sized paper to be delivered with both PDF and AutoCAD solid state media digital files no later than 10 days after project's onsite completion. It is only after delivery of these items that the project is considered complete and final payment can be made.
11. **Ownership, Transfer and Updates of Property**- The Systems Integrator shall provide all intellectual property relating to any configuration files, uncompiled code including but not limited to DSP, Control Programming, Panel Configuration and Layouts, and including updates, later modifications within the 1-year warranty period, and any other system element programming. The updates or changes shall be implemented and tested first, then be provided on both USB drive or other acceptable solid-state storage media. The intellectual property and content must be submitted to the County during the final Close-out of the project for the project to be accepted and considered complete, and before final payment is made to the Systems Integrator.

c. Special Systems Integrator Furnished and Installed (CFCI) Items

1. All custom I/O Panels and any other custom fabrication needed are to be provided by the Systems Integrator or otherwise referred to as "Contractor Furnished Contractor Installed (CFCI). Custom panels TYPE and "LOOK" are to be coordinated with the County including the engraved lettering. Coordination with the County and final quality control, panel validity, and sizing are the responsibility of the Systems Integrator. Installation coordination must be scheduled with the County to prevent project delays.
2. A list of the CFCI items are considered to be both the agreed upon Bill-of-Materials (BOM) provided to the County at the end of the design stage and any cabling, connectors, materials, cable pathway, and anchoring/attachments. These costs should be included in the base-bid to be further specified during design phase.

d. Owner Furnished Contractor Installed (OFCI) Items

1. Owner Furnished Systems and Equipment are included within this Scope of Work as a part of the responsibility of the Systems Integrator according to the specifications herein. These will include but not be limited to Demolition/Removal of old Broadcast TV & AV Systems. The major list of the equipment to be protected-in-place and re-integrated with the new systems are included in the Cost Proposal/Equipment List Form for both the TV Production System and the AV Presentation System
2. It is the responsibility of the System Integrator to fully understand the existing systems, cabling, and cable pathways of the previous designs and installation infrastructures. The County will provide reference information, drawings, software programming etc. once the project is awarded to a Systems Integration Firm.

3.1.2 Product Substitution

a. Specified Equipment or Materials

1. The Cost Proposal/Equipment List of new equipment to indicate the scope and design is provided as Attachment A. The Systems Integrator may request to substitute, add

or make model changes with items on the equipment list to improve the overall design. If Offeror wishes to provide alternate solutions, provide the make, model, and highlight as "Alternate Product" next to the product requested in the Cost Proposal/Equipment List. In addition, for each alternate solution proposed, upload the relevant data sheets to "Misc – Vendor Optional" and mark the files accordingly as "Alternate to" and the name of the solution the alternate is meant to replace.

2. The Systems Integrator will be responsible for providing the County with detailed information on any requests to substitute equipment or make modifications that change overall design intent. See Performance Specifications in this section.

b. Unspecified Equipment or Materials

1. Equipment or materials found herein that do not directly reference a specific manufacturer, make or model are intended to provide minimum performance or functional intent requirements. All materials required including installation Hardware, Fasteners, Anchors, Brackets, Rigging and other unspecified materials to be used to safely complete installation of the equipment and systems specified herein is the responsibility of the Systems Integrator and to be included in their Proposal.
2. An appropriate quantity of power strips and power on/off switches should be included in the Materials budget of the Proposal along with various other minor items for infrastructure support or completion of the design.

c. Performance Specifications

1. If a product make/model number is specified in the Equipment List, the Systems Integrator may recommend an alternative product that meets or exceeds the performance of the recommended system component and improves the overall system as specified. The Systems Integrator must provide a manufacturer's data sheet and documentation explaining the reasons for the request to substitute and how it will meet or exceed performance standards as set forth herein. The County will determine if the substitution is acceptable. If a substitution is not acceptable, Systems Integrator is to provide product that was originally specified.
2. In the event a product indicated in any documentation has been discontinued, the specified manufacturer's replacement model is to be considered the specified model.

3.1.3 Manufacture Commissioning

The Systems Integrator is responsible for the coordination and successful integration of all Manufacturers' required commissioning whether specified or incidental to proper integration of the AV systems. Scheduling, onsite and offsite planning including all details related to the labor, hardware installation and Training by the Manufacturer is the sole responsibility of the Systems Integrator.

3.1.4 Functional Descriptions

a. Design Phase – Broadcast TV Production Systems and AV Presentation Systems

A provision of the project requires that a Design Phase occur immediately upon award of the contract. A conceptual design-intent is described and otherwise implied in the specifications herein including the Equipment List/Cost Proposal provided during the Job Walk, however further design work is necessary and may require extensive research, analysis, and additions to the equipment list in order to finalize what is necessary. During the Design Phase, the Systems Integrator shall meet with the County regularly to review and complete the final design specifications and provide an installation plan and final Equipment List, and Bill of

Materials (BOM). Written acknowledgment by the County of the proposed final design drawings shall constitute acceptance of the design. Prior to project acceptance, Systems Integrator shall submit to the County a complete set of drawings.

Systems and equipment to be proposed and designed should be new and of professional grade or concerning the TV Production System, considered to be "broadcast quality". No consumer or low-grade industrial equipment or system shall be considered for this project. Major devices are included in the descriptions herein. Where integration and programming efforts require special consideration, other minor and auxiliary systems or equipment may be needed to complete the design and are implied in the functional requirements.

As it relates to the responsibility of a final design by the TV Production and AV Systems Integrator, the Not-to-Exceed (NTE) amount included in the Cost Proposal/Equipment List as a part of the Systems Integrator's Proposal shall be the final amount and include all design efforts of the pending Design Phase. No additional costs to the County shall be awarded beyond the NTE amount. Changes deemed to be beyond the scope of work are not at all expected by the County. A contingency will be set aside for emergencies related to manufacturer changes, quantity, or design changes requested by the County and only after the design has been completed. The contingency is not meant to be used during the Design phase and may only be used under controlled circumstances by the County and as approved by the County.

b. Broadcast TV Production and AV Presentation System Design – Responsibilities, Descriptions, and Operational Functionality required by the AV Systems Integrator

1. Integrator Responsibilities

- i. **Demolition of Equipment and Cabling** - remove existing racks, cabling, and systems not used in the design of this project for the Broadcast TV Production and AV Presentation System. All of cabling between the current Control Room (designated as new Server Rack Room) and the Board Room for the systems specified herein to be replaced is the responsibility of the Systems Integrator. Existing cable paths are designated and shall be indicated by the County for removal of cabling by the Systems Integrator however additional conduit and pathways are necessary and will be the responsibility of the County to provide. Old speakers attached to the ceiling are to be removed by the Systems Integrator. Mix-Minus existing speakers at the Dais are to be decommissioned. Old Cameras are to be removed by the Integrator and 2 of them reinstalled and commissioned for use in the Lobby. All items with current or existing functional equipment or systems in the project require decommissioning, while not necessarily called out, the entire scope of the decommissioning process, including cabling, is implied.
- ii. **Protect-in-Place** – During demolition there will be various cabling and equipment to be identified from existing drawings that require protection from damage and set aside, flagged or otherwise specifically identified for re-integration within the new systems. County PCs, Cabling, fiber or otherwise may not be able to be completely disconnected and may require to be safely secured and protected in the room to avoid damage. Examples of these existing systems are to be reviewed by the Systems Integrator prior to the final proposal and coordinated fully with the County
- iii. **Control Room Integration** - All wiring added to control room is to be installed and dressed according to industry best practices and in consideration for the existing systems. Coordination of installing cable within conduits and other cable pathways is necessary. It is expected that most of the loud, fan-based rack equipment in the systems to be designed and integrated will be installed in the newly designated Server Rack

Room. Systems to be installed in the new Control Room are to control surfaces and monitoring with a few minor, quiet systems such as the Broadcast Audio Mixer.

- iv. **Audio Integration** – Cabling from existing systems need to be protected-in-place where applicable in the design with options for replacement based on ease of integration. Audio Signals in the AV Systems are expected to integrate with the respective DSP I/O mixer circuits in the Server Rack Room and the new Broadcast mixer via Dante in the Broadcast Room.
- v. **Broadcast Demolition of Equipment and Cabling** - remove existing cabling and devices within the existing Control Room as needed and based on the design. Various cabling and equipment needed to be protected and saved for re-integration as described in the Project Services and demolition section above. Patch and painting may be required and is always the responsibility of the AV Systems Integrator.

2. Broadcast TV System Functionality

A central point of programmed automation and control involves the TV Production Control System and the TV Graphics System, and the ingesting of data as described below in further detail. The System Integrator is to coordinate with the County for programming, setup, adjustment and deployment of all functions and control sophistication deemed necessary for the Broadcast TV Production System to operate in a highly automated way with very little user interaction or input except button recall.

- i. **TV Production Control System** - A Telemetrics System Controller with Automation and Manual Controls is to be integrated with various devices in the TV Production System. As the primary control point, the Telemetrics Control Panel and Touch Screen will control all cameras and include full control of the Ross Xpression Character Graphics and the Ross Production Switcher. Various control functions from the Telemetrics System Controller software needs to be automated through programming, setup and adjustment including recalling camera location and move presets, graphic lower thirds recall related or based on touch screen location and camera selection control. Control and recall of various functions of the Video Switcher including transitions, keys, auxiliary
- ii. **Graphics System** - A multichannel Character Generator (CG) and graphics system will be installed and integrated into the TV Production System to provide live graphics and instant recall and control functionality by the Switcher and Telemetrics Control Panel for all live meetings or events in the designated locations to be covered by the Broadcast TV Production system. The C.G. will be broadcast quality and feature both an off-line solution for creating graphics and automation for sequencing of graphic events and on-line control from Switcher or Telemetrics Controller. Data input from Granicus or other Data Sources is a major functionality feature to be programmed and automated so the Agenda can be automatically parsed and ingested into preset graphic templates and available for automatic recall. The Granicus OneMeeting API is a part of the current system and must be reintegrated
- iii. **Video Camera System** – The new camera system will include 8 Pan, Tilt, Zoom (PTZ) cameras. 5 cameras will replace existing units at current locations with current cabling being replaced and 3 will be added. A small camera version will be installed at the Clerks Desk. Refer to plan view drawing. Cameras will use power-over-ethernet (POE) as necessary. T2 existing cameras will be installed in the Lobby. New mounts should be included in the installation materials while using existing camera brackets in the Lobby.
- iv. **Solid State Video Recording** – As specified in the equipment list, Solid State recordings from multiple and simultaneous signals are required of the recorder. The ability to record

events in the Board Room is required using the output of the TV Production System or AV. Capability to record Remote System inbound signals is required. Capabilities to record multiple High-Definition formats is required.

- v. **Solid State Audio Recorder** – a rack mountable, network capable, solid-state media audio recorder is required for the Broadcast System. The ability to record program feeds or a routable feed from the AV systems independent from other broadcast video recorder is required. Control from the Broadcast or Crestron system is required through network, serial or other control protocols/mechanisms and include automatic or timed records.
- vi. **Video Switcher** – A Broadcast live TV Production switcher will be integrated with programmed functions with enough inputs and outputs to satisfy the required sources and destinations according to the specifications found herein. Functionality is described in the TV Production Control System found earlier in this section.
- vii. **Broadcast System AV Router** – A single level Broadcast TV router integration is required in the design of the system considering the various input and output connectivity, sources and destinations. The TV router is to be designed in a way that provides relief of AV Presentation Systems and Broadcast Switcher I/O limitations as well as routing various signals during civic meetings without affecting the proceedings or the recorded signals.
- viii. **Web Stream Signal Monitor** – A monitor for Web streaming signal verification is needed for integration and will show exclusively signals for confidence to confirm broadcast production systems are considered streaming to an appropriate destination. A routable signal from the Broadcast router may be appropriate in the design to accommodate this functionality.
- ix. **Large Monitors** – 2 Large Monitors to be configured as Multiview Monitors displaying sources and destinations as desired will be integrated into the control console furniture. Floor Monitor Mounts are to be used as specified.
- x. **Broadcast TV Lighting** - the Broadcast lighting in the Room is to be replaced with low-profile, power-reduced, low-heat LED lighting. Illumination will be directed toward the Dais, staff and public comment areas and allow for better than minimum illumination required by the specified Cameras. Control of this Broadcast lighting is required and must be designed and controlled by presets in the AV Control System TS interface panels.
- xi. **KVM System** – A KVM switch allowing for 4 local user stations and at least 8 PC control extensions will be provide to the System Integrator as an OFCI system. Selection menus and programmed functionality must be coordinate with County.
- xii. **Network Integration** – All devices within the TV & AV Control System and other systems specified in this RFP require County-Qualified IP Addresses and network setup approved by the County. Coordination with the County to assist in network configuration is required and includes individual equipment addresses, POE budgeting, VLANs and logical subnets.
- xiii. **Network Switch** – County pre-approved switches up to 48-port will be integrated with this project and satisfy the network integration requirements specified herein. Coordination with the County IT/Network team is necessary prior to final design.
- xiv. **Engineering PC** – A rack-mountable engineering PC to allow for software control, software updates and control and configuration of equipment is required to be installed. This PC shall be included in the KVM

- xv. **Sound Speakers** – Separate from the rack-mountable monitor speakers in the Server Rack Room, 2 Program monitor speakers controlled by the Broadcast TV System mixer will be mounted on either side of the TV Console System.
- xvi. **Web Streaming** – A separate Web streaming and recording device that accepts HD inputs and records HD formats in various standardized codecs is to be integrated in the system. Available inputs should include both Program feeds or sources from the switches or router. Network connections shall be coordinated with the County.
- xvii. **Console & Rack Furniture** – A Command-style control room console with adequate above-table RU for control and monitoring of signals is required to replace the existing racks. Some half racks below and to the side of the console will be required.
- xviii. **Software Programming** - Setup, configuration, and programming all required Broadcast TV System software necessary to develop a complete operating system, including all control logic and system functionality required and as specified and described herein is required. Updated Software Programming of particular functions required of the system design goals or desired by the County should be expected until the close of the project.
- xix. **Training Schedule**– No training can take place until the system is substantially completed, except training that is being provided by a Manufacturer. Provide technical and user training of County staff and designated users on detailed operation of all systems, recommended maintenance and basic troubleshooting techniques (See *System Training* section)
- xx. **Warranty Review** – The Systems Integrator shall warranty installed systems and equipment for up to one year upon acceptance of the system and include hardware, software and the labor to troubleshoot, repair and re-install equipment as necessary (see Warranty Section).

3. AV Presentation System Functionality

- i. **Protect-in-Place** – (2) Projectors are currently installed in the Board Room and will be re-integrated with the new AV system (See OFCI and Add Alternate). The County is considering replacing these projectors based on cost factors after the bid process.
- ii. **Live Call-in** – The Board AV Presentation System will include Live Call-in capability, routed via Zoom computer applications. Feeds from the Live Caller will need to be included in the AV Sound Mix.
- iii. **Sound Reinforcement System** – The sound reinforcement system shall include various microphones, input panel connectors, a DSP, an amplifier, ceiling speakers as specified in the Equipment list.

Acoustic Room Tuning for this specific Board Room will be necessary and part of the programming of the DSP with the Systems Integrator considering the Board Rooms unique space and its acoustic response. Sound within the Board Room should be completely stable with adequate sound pressure and listening levels with maximum headroom for adjustment. Controls for minor adjustments that allow for raising or lowering of the overall program level or input microphone level without destabilizing the system or causing feedback, popping, muting or affecting the fidelity or sound quality of the system will be expected.

Considering the acoustical effects of the room, equalization of the sound reinforcement system shall be performed using a random pink noise generator, a calibrated sound pressure meter, and a 1/3 octave real time spectrum analyzer using ISO standard center frequencies. The EQ result should maximize speech intelligibility in the room with a minimum of distortion and residual noise or echo. All microphones shall use an 80Hz low frequency roll off set in the DSP. The EQ of mics should establish essentially flat response (+/-1dB) from ~200 Hz, and then create a roll-off of 3dB/oct. from 2500 Hz to 18,000 Hz. Sound Pressure Levels should easily measure 85dB for critical frequencies in the voice band. Proof of performance of the sound system shall be approved by the County before system acceptance.

- iv. **Microphones** – Up to 23 microphones will be available to the new sound system including wireless hand-held/lavaliere combination microphones. Muting and Level control of each mic source is necessary along with general DSP controls of the audio signal. Mic on/off will be controlled locally and by admin control. There are microphones currently accommodated by infrastructure and connections at the Dais that may need replacement based on testing of connections. The Dais includes extra microphone connections that are included in the microphone count and must be integrated and coordinated with other Dais AV Equipment
- v. **Lectern** – USB extensions with Stream Deck button control are to be programmed and integrated for various commands during presentations to perform functions such as advance slide, go-back, begin, stop, etc. Coordinate with County for specific commands and available applications. The ADA Table shall have duplicated functionality as represented in the Cost Proposal list.
- vi. **ALS System** – An ALS system with Inductive Loop and “Listen Everywhere” server is currently installed as well as an RF System and must be integrated and directly linked to the sound system. The system shall receive any signal that is currently being amplified in the room and at least accommodate 4% of the occupancy level with receivers and 25% of the receivers to be implant compatible according to ADA and CBC code requirements. Accommodate or replace the RF ALS system
- vii. **Ceiling Speakers and Zoning** – Using a ceiling speaker layout software solution considering the height, size and other relevant factors within the room install 32 speakers as specified and up to the maximum quantity in the equipment list with at least 3 independently controlled speaker zones. Demolition of existing speakers is required.
- viii. **Floor Boxes and I/O Panels** – There are current Floor box or I/O interface panels. The County may require the replacement of the floor boxes or just the panels within the floor boxes, without major cutting or damage to the carpet. I/O panels and plates are discussed and called-out elsewhere within this document. Either way, new floor boxes and I/O panels should be included in the AV System Integrator’s proposal as a place holder for potential a design change in this regard.
- ix. **Audio Integration** - There will be cabling required between the DSP in the Server Rack Room and the TV Production audio mixer in the new Control Room via Dante, and based on the design with at least 6 sub-mixes available.
- x. **Lobby Camera** – Two of the existing PTZ Board Room Cameras will be removed and re-integrated and installed in the Lobby with the exact location to be coordinated in the field with County assistance. The existing Camera Controller will also be used.
- xi. **Large Display Monitors** – (2) 98” Video Display monitors are to be installed within the Board Room according to the locations provided in a plan-view drawing layout. Options for Column attachment or pole attachment will be determined by County. Power, AV and

Control cabling will be installed at each Monitor with the Systems Integrator responsible for cabling and connection and County providing infrastructures. All sources of video shall be available for routing to these monitors. The AV switch mechanism shall be capable of independent sources to feed each monitor as necessary.

- xii. **Touch Screen Panel Layout** – Preliminary meetings to discuss layout and graphics based on the previously designed Board AV System is required and will be scheduled by the Systems Integrator according to the County's availability. A conceptual and preliminary version of the panel should be submitted based on initial meetings and to eventually be approved by the County. Additional meetings to approve control functionality are required and won't be completed until control features and functions can be demonstrated to the County.
- xiii. **AV Control System (Touch Screen Panels)** – Three, (3) Admin Touch Screen Control Panels are to be implemented and added to be programmed with the capabilities for independent control of the Board Room AV Control system and various functions within the Broadcast Control System. Two (2) of the three Admin panels are to be installed at the Clerks positions and the other panel to be installed in the Control Room. X-Panels are to be included via tablet and will provide wireless control of the system. X-panel capability will be setup and demonstrated by the Integrator and coordinated with the County.
- xiv. **Dais Member Control Interfaces** – Each voting member will have a secondary input to their monitor which will be controlled by a local touch screen control panel for each position. Granicus Voting (local PC) and Presentation (AV Switch) are the primary inputs to the local monitors. AV switch outputs will be independently controlled by each member's control panel with 4 defaulted outputs available for selection not including a Quad Multiview output to see all 4 outputs at once. The voting system shall have trigger type control over all Dais Member Monitors when a vote is called to switch to voting input screen.
- xv. **Video Presentation System/Matrix Switch/Router** – The main AV Matrix Switch will process all sources to destinations in the appropriate scale based on the Destination Display Resolution and Format. The AV Presentation System shall have independent switching and control, separate from the TV Production systems with integration of shared signal tie-lines between them. Special attention to make the routing of signals easy to use and intuitive, and is a required goal of the AV Systems Integrator's scope.
- xvi. **Quad Multiviewer** – a multiviewer under control by the Crestron system shall be available to all sources and provided a Quad Split. Functionality shall include the ability to quickly and easily choose a source within the multiviewer source to then be displayed full screen with accompanying audio to be routed to the ceiling speakers. Returning to the Multiview or quad split should also be a simple one-button function on the Control Panel.
- xvii. **PC/AV Connection Points** – Connection points at AV Wall Plates with HDMI and 3.5mm audio inputs sent to AV Matrix/AV over IP system through transmitters will be protected-in-place. Presentation for PC Connections are all carried out by staff in the Control Room. All Granicus PC's at Dais are considered Owner Furnished Contractor *Integrated* (protect-in-place) will be integrated as a source PC connection and require local display.
- xviii. **DAIS USB Accommodations:** Dais and Staff positions are to be integrated with Desktop AC and USB Charging Stations that should be mounted to the face and

accommodated with other connection points such as the microphone connections. Coordinate with the County for approval on design elements and layout.

- xix. **Wireless PC Connection** – A replacement Barco wireless PC transmitters and receiver system shall be installed in the Board Room to allow for Video and Audio presentations from any location within the room.
- xx. **STP Cabling** - All video/audio interfaces utilizing HDBaseT are to be made with Shielded Twisted Pair (STP) cabling as specified in manufacturers specifications. All visible cabling is to be neatly organized and installed in Techflex or similar.
- xxi. **Decommissioning** - The existing AV System shall be removed and decommissioned. The Systems Integrator is to dispose of designated equipment after obtaining authorization from the County and alert the County to equipment containing imbedded data.
- xxii. **Commissioning** - Commission all systems and equipment as required by manufacturers of specified equipment, and the according to the AV Integrators design after the Design Phase meetings with the County. Commissioning shall include coordination and oversight of configuration, adjustments, programming and any necessary special installation work.
- xxiii. **Software Programming** - Setup, configure, and program all required software necessary to develop a complete operating system, including all control logic and push button component panel, faceplate or interface programming.
- xxiv. **Training** – No training can take place until the system is substantially completed, except for training provided by the Manufacturer. Provide technical and user training of County staff and designated users on detailed operation of all systems, recommended maintenance and basic troubleshooting techniques (See Section *System Training*)
- xxv. **Warranty** – The Systems Integrator shall warranty installed systems and equipment for up to one year upon acceptance of the system and include hardware, software and the labor to troubleshoot, repair and re-install equipment as necessary (See Section *Warranty* for more details).

c. Add Alternate Project Options

The County is considering additional products and services for this project. The budget may or may not allow for any additional systems to be provided. The Systems Integrator responding to this RFP shall provide additional costs according to the Add Alternate section in the Cost Proposal & Equipment List.

d. General Integration Requirements

- 1. The TV & AV Systems Integrator will be responsible for coordinating meetings with the County to ensure that all final systems design and intended programming and functionality is technically feasible and meets the County's needs. Multiple Design meetings to discuss functionality and features with the County are required and will include the following system-wide requirements:
 - i. Remote control of any AV device and its available menu and commands for its functional control including but not limited power on/off, input selection and other functions as necessary to satisfy the County's workflow requirements

- ii. Control of Audio DSP and Mixer including functions such as the muting of mics, limited and unlimited engineer-level volume control of mics, program audio and overall Main System Room levels
- iii. The AV Control System will function to allow for routing of sources independently to destination that include the Projectors, Large Monitors, Local Monitors, 4 Lobby Displays, and various external destinations defined within the scope of work.
- iv. Overall functional goals and ease-of-use desires of the County require that the implementation of the Control System and Touch Panel be intuitively controllable by a person with little or no training and route audio and video seamlessly without visible glitching or audible noise
- v. Services to setup some networking protocols and implementation of a VLAN and static IP Addresses are required and must be coordinated ahead of time with the County IT Department. Video and Audio over IP require special networks, subnets and VLAN configurations are the responsibility of the System Integrator. Any additional requirements of the equipment or system on the network or LAN resources of the County must be coordinated and communicated at the beginning of the design phase

3.2 Installation Guidelines

3.2.1 General

- a. All Cable Pathway, raceway infrastructure and Conduit installations are the responsibility of the System Integrator unless expressly stated by the County.
- b. Products, whether supplied by the Systems Integrator or furnished by the County, shall be delivered, installed, integrated into a working system, tested and commissioned.
- c. Report all non-functioning equipment to the County immediately.
- d. Fasten, anchor and/or firmly secure all equipment in accordance with safety and code requirements.
- e. All equipment not UL approved must be submitted to the County for compliance.

3.2.2 Review of Site Conditions

- a. The Systems Integrator must examine all field conditions within the Room and adjacent spaces as required including the Control Room.
- b. Verification of electrical power requirements, conduits, raceways and boxes.
- c. Coordinate with other contractors/consultants as necessary.
- d. Check all factors influencing design, function and performance of the system.
- e. Verify all dimensions.

3.2.3 Identification Systems

- a. Systems Integrator will permanently affix labels to each cable. Labels will be affixed at a distance of 3" from the end of each cable end. If label cannot be easily viewed from this placement, label may be placed 1" from the cable end at the Systems Integrator's discretion. All labels will be self-laminating and permanent in design. They will contain the following information in an easy to read format:

1. Cable Number
2. Source Rack
3. Destination Rack
4. Source Equipment
5. Destination Equipment
6. Source Termination
7. Destination Termination

3.2.4 Systems Testing

Systems Integrator is responsible to complete "proof of performance" testing and validation of all system functionality according to the RFP.

- a. Upon completion of the installation of the system, perform an overall systems test correcting all problems as required through diminishing punch-list coordination.
- b. Before declaring that the system is complete and ready for review by the County, Install Consultant will ensure that:
 1. All major work has been completed;
 2. An overall systems test has been completed;
 3. Test video, audio, control, wireless, and sync signals thoroughly for functional performance compliance with this specification;
 4. Deficiencies have been corrected;
 5. Setup, adjustments and alignments have been performed;
 6. Operational adjustments have been documented.

3.2.5 Substantial Completion Review

- a. Upon Substantial Completion - to mean all equipment has been installed and tested AND performing to a level that allows all systems to be used and meetings to be conducted with only minor functionality left to be completed - the Systems Integrator shall notify the County and coordinate a schedule for the Substantial Completion Performance Review that shall include, but is not limited to, inventory of all equipment onsite, demonstration of all functionality and subjective and objective testing to determine performance compliance.
- b. It will be the responsibility of the Systems Integrator to make necessary repairs, modifications, and adjustments to equipment or system in order to meet the functional requirements as specified. The Systems Integrator will bear all the costs associated with bringing the system into specification in a timely manner. The final system review will be scheduled when all repairs, modifications or adjustments have been completed and punch-lists have been satisfied.

3.2.6 Cleaning

- a. The Systems Integrator is responsible for cleaning all areas that have been affected by them daily; and shall remove and dispose of all packaging and debris created by the installation process or otherwise.
- b. Cleaning all equipment and adjacent surfaces of dust, dirt, smudges, and other foreign material prior to calling for a Substantial Completion Review and again before final delivery of the System is necessary and the responsibility of the Systems Integrator.

3.3 System Training

- a. System training is to be scheduled based on the Substantial Completion milestone. Training shall be scheduled within 1 week after Substantial Completion. It will consist of two distinct parts. These training sessions are to be coordinated with the County. It is the responsibility of the Systems Integrator to coordinate, schedule, and attend all onsite manufacturer training. A training schedule is to be created and delivered to the County. It is the responsibility of the Systems Integrator to coordinate with both the County and other vendors for all training. Project signoff cannot be completed without training being completed and approved.

The Training sessions will be divided into 2 basic session types: The User Level Operation Training of the AV System; and The Technical Staff Training of all systems and support systems.

1. **User Level Operation Sessions** - Two User Sessions shall be scheduled to provide flexibility in staff being able to attend. The first and second session will be with end users who will be using the system on a weekly basis. It is expected to be no more than 45 minutes in length including a Q&A session with users. Generally, no more than 20 people will be in each session. These User Sessions will cover system operation and basic troubleshooting. Video recording of these User-level training sessions will be necessary for later County review and training efforts.
2. **Technical Staff Sessions** – Two session of technical training will occur and include more advanced training covering “power users” and technical staff. These sessions will cover both the control room users for the Broadcast TV Production System operations and the AV Presentation System Each session is expected to be no more than 2 hours. As Built drawings are required for these sessions to indicate system design, the components, the drawings; and how to read and use them. It will also cover software control review including Touch Screen Control Operations and routing. Sessions will be consecutive and coordinated by the County when staff is ready for more advanced technical training.

3.4 Waste Management

The County’s goal is to recycle as much material as possible during demolition and the demolition schedule has been planned to maximize the amount of recycling, reuse, and salvage that can be achieved during demolition.

The County requires the Contractor to recycle, reuse, and salvage as much material as possible. The demolition schedule may be planned to allow for selective removal and sorting of materials.

The Contractor is responsible for removing and reusing, recycling, or salvaging all other materials associated with the demolition of the buildings, pavement, vegetation, utilities, and any other site improvements.

County desires that the Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.

The Contractor shall provide on-site instruction of appropriate separation, handling separation, handling, and recycling, salvage, reuse and return methods to be used by all parties at the appropriate stages of the Project. Any asset tagged equipment must be routed to GSA Surplus for recycling. GSA can provide a bin for all electronics and wiring.

Offerors must submit a waste-handling plan detailing how the waste streams will be separated and managed.

3.5 Warranty

The successful Offeror will be awarded a Contract by the County as the Systems Integrator of this project and shall subsequently warrant that all labor and equipment of the installed audio and visual systems shall be covered for the period of 1 year in accordance with the terms of the RFP and County Contract/Agreement. The Warranty shall include all hardware and software, as well as software or hardware updated during the warranty period.

For a period of exactly (1) year after system acceptance, the Systems Integrator shall arrange for pickup, repair and delivery of all newly installed or related integrated devices or systems that fail to operate correctly.

A system failure of any nature within the first year after system acceptance shall be corrected by the Systems Integrator with minimal assistance by the County or its technical designees. The Systems Integrator must respond by phone within 4 hours of initial contact by the County between normal business hours. System repairs must be completed or system issues resolved at least 24 hours prior to the next nearest scheduled meeting. In the case where repairs cannot be completed with 24 hours prior to the next meeting, the firm is to provide temporary measures with no less functionality.

As indicated in the Cost Proposal Form as Attachment A, the AV Integration Consultant shall provide additional long-term maintenance costs as optional for 2 through 5 years. Confirm understanding where requested.

3.6 Permits and Licenses

Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract. Offerors must possess a Low-Voltage C-7 State License. Confirm understanding where requested.

3.7 Non-Collusion Affidavit

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Offerors shall submit with their proposal an executed Non-Collusion Affidavit, given as Attachment B, uploading the signed affidavit to "Required Information" in Bonfire.

3.8 Prevailing Wage

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws. Confirm understanding where requested.

SECTION 4 PROFESSIONAL SERVICES CONTRACT TEMPLATE

COUNTY OF VENTURA CONTRACT NUMBER # _____

CONTRACT

This Contract is entered into this X day of X, 2024, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and _____, hereinafter called "Contractor."

WITNESSETH

WHEREAS, on [Date], County issued Request for Proposal ("RFP") No. 6193 for County of Ventura Board of Supervisors Hearing Room Technology Upgrade and Replacement and Contractor submitted a proposal on [Date] [and a best and final offer on Date]; and

WHEREAS, Contractor represents it is specially trained, experienced, expert and competent to perform the special services hereinafter described, and it is necessary and desirable that County engage Contractor to do so;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall perform the services and tasks described in Exhibit A hereto and all services and tasks reasonably necessary for the completion of the same (the "Work"). Contractor shall furnish, at Contractor's own cost and expense, all personnel, services, tools, vehicles, and equipment or any other materials, necessary to perform the Work. Contractor shall perform, and ensure all subcontractors perform, the Work in a safe, professional, skillful, and workmanlike manner. All Work and any portion thereof separately identified shall be completed within the time provided in Exhibit A.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications of this Contract, County will make payment to Contractor in the manner specified in Exhibit B.

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, officer, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for any salary, sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, federal, state or local taxes, or other compensation, benefits or taxes of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, County will have no control over the means or methods by which Contractor will perform services under this Contract.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

Contractor agrees to defend, through attorneys approved by County, indemnify and hold harmless Indemnitee (as defined elsewhere herein) from and against all Third-Party Claims (defined elsewhere herein) made against indemnitee based upon any contention by any third party that an employer-employee relationship exists by reason of this contract. Contractor further agrees to hold Indemnitee harmless from and to compensate Indemnitee for any Third-Party Claims against Indemnitee for payment of state or federal income or other tax obligations relating to Contractor's compensation under the terms of this contract. Contractor will not settle or otherwise compromise a Third-Party Claim covered by this paragraph without County's advance written approval. This subsection does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of Contractor.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from _____, through _____ subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. **TERMINATION**

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of, and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 6 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnatee"), against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), whether against Contractor, County or others, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except Third Party Claims litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of Indemnatee. Contractor shall not settle or otherwise compromise a Third Party Claim covered by this section without County's prior written approval. Contractor agrees to waive all rights of subrogation against Indemnatee for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. INSURANCE PROVISIONS

- A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
 - 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 3) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.

- E) Contractor agrees to waive all rights of subrogation against the County, Its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for General Liability Insurance.
 - 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the Chief Procurement Officer. Any substitution will be with a person of commensurate experience and knowledge.

12. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. CONTRACT MONITORING

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by XXXX or his/her authorized representative.

14. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. NOTICES

All notices required under this Contract will be made in writing and addressed or

delivered as follows:

TO COUNTY: County of Ventura
General Services Agency
Procurement Services
800 South Victoria Avenue, L#1080
Ventura, CA 93009

TO CONTRACTOR:

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.

19. **ORDER OF PRECEDENCE**

This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract;
2. County of Ventura RFP #6193;
3. Contractor's proposal dated _____

20. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

25. **ACCESS TO AND USE OF COUNTY TECHNOLOGY**

As part of this Contract, Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

26. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

27. **MISCELLANEOUS**

- a. Third Party Beneficiaries. Except for indemnitees under sections 3 and 8 above, this contract does not, and the parties to this contract do not intend to, confer a third-party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- b. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- c. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the party has executed this contract freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this contract.
- d. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- e. Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this contract shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- f. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.
- g. Counterparts. This contract may be transmitted and signed by electronic or digital means by either or both parties and such signatures shall have the same

force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

Secretary of State Entity Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer (or Treasurer), or (d) and Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

SAMPLE