City of Pico Rivera
Request for Proposals
(Professional Services)

City Hall Council Chambers
Audio, Visual & Broadcasting
Rehabilitation & Redesign Project

Published: Thursday, July 8, 2021
Revised & Republished: Tuesday, July 20, 2021
Revisions to the Original Request for Proposals

Revised: July 15, 2021

1. The City is seeking a firm to completely design and build the City Council Chambers Audio, Visual, and Broadcast system. Due to the complexities of this project, a Consultant to advise on the design and build is no longer required. The City is accepting proposals from firms that Design and Build audio visual systems based on the current needs of the City. All mentions of a “consultant” have been omitted and replaced with “AV Firm” or “Firm” to better reflect the project goals unless “consultant” is used in a different context in this RFP. This is now indicated on Page 16 under “Task 3 – Final Design” sub section 03.03.3.

2. Additions to RFP were made for clarity and additional equipment requests. On Page 9 under “Presentation Functionality,” the purpose of use of the SMART BOARD TV was further explained for the benefit of the AV Firm to better understand the need to have the 90” Television Monitor replaced. On Page 11 under “The TV Production Systems,” a new item of Audio Monitoring was included. This request as described on Page 11 is for the addition of Audio Monitoring capabilities in the Control Booth and Broadcast Room.

3. The RFP was also revised to reflect dedicated site tours of the City Hall Council Chambers and Broadcast room. The previous version of the RFP did not specify a dedicated time or date for site tours. However, upon request, a site tour was provided to an interested vendor.

4. All dates from the previous RFP have changed to accommodate the revised RFP. The due date for submittals has been moved from Thursday, July 22, 2021 to Friday, August 13, 2021 at 3:00 p.m. All dates relating to the final submission date have also been changed.
INTRODUCTION

The City of Pico Rivera has been broadcasting the City Council and City Commission Meetings along with local programming for over two decades on a Public Education Government (PEG) channel provided by Spectrum Cable known locally as CTV3. The meetings and daily programming are also available to subscribers of AT&T UVerse and Verizon FiOS. The CTV3 live feed also streams on the City’s website using the current broadcasting and switching software offered by Leightonix.

The City’s ability to broadcast Council Meetings and to reach out to local residents through CTV3 and other platforms became more prevalent following the onset of the novel Coronavirus (COVID-19) pandemic. Due to restrictions for in-person public meetings, virtual and online streaming became the primary method for ensuring that City Council meetings were available and accessible to the public. The heavy reliance on these systems has introduced a need to expand accessibility, improve quality, simplify transmission, enhance meeting management, and streamline both hardware and software solutions.

The current system limits live broadcasts to our cable PEG Channel while using work-around methods to broadcast simultaneously to social media platforms. Other limitations that were identified was the inability to broadcast live from other City facilities on both the cable PEG Channel and social media platforms simultaneously. Existing infrastructure such as coaxial cable and fiber optic cable exists at two known locations, however, without the support of our local cable company, or proper equipment, the ability to broadcast from these sites is currently not possible.

The City Council Chambers audio and visual equipment is deficient. Most equipment is outdated by up to 15 years, and no longer covered under the manufacturer’s warranty. The equipment is displaying signs of deterioration with system crashes and sound interference, to name a few, are a regular occurrence. The latest iteration of the system was installed in 2013 and represents the first major rehabilitation of the Council Chambers audio and visual equipment since the original system was put in place in January of 2006. The equipment installed in 2013 had been mixed with the older equipment installed in 2006 as a cost saving measure and has since proven to be a hindrance in the overall production quality inside the Chambers.

In an effort to more effectively engage the public in the civic process, the City would like to explore the possibility of hosting and broadcasting public meetings from multiple alternate locations throughout the City. The Pico Park Community Center located at the North end of the City, and the Pico Rivera Senior Center located at the center of the City have been identified as
potential sites to host public meetings. As such, broadcasting live meetings from these locations needs to be considered as part of the project.

The Broadcast Delivery System and City Council Chambers System work in tandem to deliver a full broadcast of a City Council Meeting while providing Audio Visual support inside the Chambers.

The Audio and Visual Equipment Rehabilitation and Redesign Project (AVB Project) is just one component of an overall goal to establish a “Virtual City Hall” for the residents and stakeholders of Pico Rivera. Virtual City Hall will enable residents, businesses, stakeholders, and visitors to submit, track and manage interactions with the City such as service requests (e.g. potholes, broken street lights, graffiti removal, etc.), payments (e.g., utilities, fees, park reservations, etc.), business licenses, pet licenses, custom notifications, and much more. The online delivery of our City Council Meetings and other public meetings will be a permanent integration into the Virtual City Hall component to actively engage city residents virtually and conveniently through any mobile device or personal computer. The AVB Project must include strong considerations for this component in order to ensure a seamless broadcast production of a City Council Meeting both onsite and online while delivering a state of the art audio visual presentation from within the council chambers.

Physically, the project is also part of a major rehabilitation of the City Hall Council Chambers to bring the Chambers up to current Americans with Disabilities Act codes and standards. The ADA Improvement Project (ADA Project) is tentatively scheduled to break ground during the November/December timeframe of 2021 while the City Council is on holiday break. To minimize disruption to city operations and to maximize the available time to conduct both projects, this audio and visual project must be coordinated to align with the ADA project including coordination with other contractors, consultants, engineers, and architects. This coordination is imperative so that all projects can be finished in a timely manner and to minimize disruption to public meetings and city hall operations.

I. CITY BACKGROUND

Pico Rivera is a thriving community that offers opportunities to all who live, work and relax in the City. Situated on the eastern edge of the Los Angeles basin and the southern edge of the area known as the San Gabriel Valley, Pico Rivera is approximately 13 miles southeast of downtown Los Angeles.

Formed through the merging of two historic communities, Pico and Rivera, the City was officially incorporated as a general law city January 29, 1958 as the 61st city in Los Angeles County. The
City is bordered on the north by South El Monte and Whittier, on the west by Montebello, and on the south by Downey. The City has a total land area of approximately 8.3 square miles.

Originally an agricultural area, the community evolved into a residential and industrial area following the end of World War II. Since its incorporation more than 50 years ago, the City has embraced progress while honoring its heritage. As the community looks forward to the next 50 years, several recent and pending projects will help ensure Pico Rivera continues to be a great place to live, work and play.

II.  **SUMMARY OF REQUEST**

The City of Pico Rivera (“City”) is seeking a professional service provider with expertise in designing and implementing custom audio, visual and broadcast delivery systems. The City is soliciting for detailed qualifications and professional portfolio examples that demonstrate a strong background and experience related to the design of audio and visual equipment, presentation systems, and broadcast delivery for television and online streaming. Proposers must also research other best practices and provide examples of similar government audio visual remodels or builds that can serve as a premise for this project.

Proposers must also have the strong experience and expertise in coordinating with other contractors and consultants while working in the same location with the ultimate goal of completing multiple projects of a different but similar nature at the same time. The AVB Project will be taking place while the City Council Chambers undergoes a major rehabilitation project to comply with current Americans with Disabilities Act codes and standards. Furthermore, this AVB Project is a component of a greater effort to establish a Virtual City Hall (VCH) experience for public stakeholders. The City is currently in process of developing the VCH software platform, which needs to be integrated and interoperable with the AVB system. The AV Firm will be required to coordinate work with the ADA Project and the VCH Project consultants in order to efficiently and effectively achieve ADA improvements, AVB hardware installation and VCH software integration within the same timeframe.

The City expects the project to begin in early September 2021.

III.  **PROJECT GOALS**

Create a state-of-the-art audio, visual and broadcast delivery system that:

a) Provides better visibility and user functionality for presentations inside the Council Chambers from all angles of the dais and public viewing areas;
b) Integrates with the Virtual City Hall platform and
c) Complies with the Americans with Disabilities Act;
d) Ensures flexibility toward accommodating future upgrades and system integrations;
e) Enhances capabilities for virtual meetings and virtual interaction;
f) Supports broadcasting from remote sites;
g) Offers convenient, practical and user-friendly functionality, especially for lay-users.

In order to meet the needs of our community and the ever-changing technology demands, it is imperative that the City of Pico Rivera implement a robust Audio, Visual and Broadcast System that will not only meet but exceed the needs of today’s demands while considering future technological advancements.

IV. OBJECTIVES

a) Take inventory, evaluate and determine condition of all audio, visual and broadcasting equipment, accessories, materials and supplies, including all factors (e.g. dais configuration, visible obstructions, audio levels, etc.) that contribute to a tech-forward and virtual meeting experience.
b) Provide innovative solutions to enhance the overall platforms, processes, and quality of public meeting broadcasts.
c) Creates overall solutions with the consideration for ease of use by designated staff.

V. SYSTEMS DESCRIPTION

The following are general descriptions of the types of systems to be integrated under the scope of work for this project and is the responsibility of the Audio Visual Systems Installer/Integrator. System functional specifications are provided immediately below this section. General descriptions of the systems within the scope of work include:

A. The Audio Visual Presentation Systems – Video and Audio Switching, Sound Reinforcement, System Control (Video Source Switcher, Volume Control, and large Screen Control), Large Screen Displays, Desktop Computer Connection Points, and various support systems and equipment.

- Demolition of Systems/Cabling - The Audio Visual Systems Installer/Integrator shall remove existing wiring, devices and systems as needed from the council chamber that are part of the existing presentation system, and protect in-place the existing systems that are to remain based on the final design. The conduits and existing cabling pathways are to be used between the control room and the council chamber.

- OFCI - Owner Furnished and Contractor Installed (OFCI) equipment within the AV Presentation System includes systems that will need coordinated integration and protect-in-place efforts.

- Video Control Room Integration – The AV Presentation System and most of its components are to be installed in the video control room where space is shared
with the modifications of the TV Production System. Signal and functional integration are required between the AV Presentation System and the TV Production System that include a scaled, scan converted video signals between the system as well as audio. All wiring added to the control room is to follow industry best practice and will need to be dressed with consideration for the existing systems.

- **Sound Reinforcement Audio Integration** – The new AV Presentation System shall include a Sound Reinforcement System with Microphones, DSP technology, mixing, distribution, amplification and new ceiling speakers. There will be additional cabling between the DSP and the new production video switcher and video production audio mixer and requires further engineering and design to be specified.

- **Touch Screen Control Interface** – New touch screen control panels are to be installed at the Clerks Desk and back in the video control room. The panel should be moveable within 6 feet of its designated position for maximizing individual ergonomic preference.

- **Dais Presentation Monitor Integration** – All staff and voting members at the Dais will receive a Presentation Monitor with Touch Screen capability. Switching between presentations and the local PC will be accomplished automatically or manually whichever is necessary given the circumstances.

- **USB/Power Flip-up Modules** – Dual power and USB charging ports in a flip-up style module will be installed at every other Dais location and 1 at the City Clerks desk. Modules are to be flush mount and completely flat and level with the table when not in use. Modification to the Dais by the Systems Integrator will need to be coordinated with the City.

- **Harnesses and Service Loops** - All Dais and staff panel wiring is to be done with service loops allowing removal of the panels and any parallel connections are to be done behind the connector panels. Members seated at the Dais shall not be impeded by or potentially come in contact with anything under the tabletop including cabling or equipment.

- **Large Presentation Monitor** – At least one large “Smart” presentation monitor is to be installed in the Chamber to allow for maximum viewing capabilities by the attending public members seated through the Chamber. This will replace the current 90” Sharp television only monitor currently in place.

- **Lobby Monitoring System** – At least one large Video Display Monitor will be installed in the Lobby area and receive video and audio feeds from the AV Matrix.
Switcher directly instead of a current piggy back feed currently used through coaxial cable.

- **Existing Presentation Lectern** - A wired PC connection point will be installed via an I/O connection panel that connects to the matrix switcher via an HDBaseT connection.

- **AV Matrix Switcher** - The AV switcher will allow for full scaling and independent switcher of any source to any destination

- **Speaker Timer System** – A count down timer system, replacing the current three-light system, will be installed to limit public speaking with the system providing display of time at the lectern for the speaker and another display/s for the Council Members and staff members at the Dais. Timer overlay on the public displays is necessary.

- **AV Racks** – The TV Production Control Room will contain all of the major devices of the AV Systems and be contain in a new AV Rack installed by the AV Systems Integrator.

- **AV Presentation Control System** - The Control system for the AV Presentation System is complex and reaches into various devices within the overall Council Chamber technology upgrade project. The AV Systems Integrator will be responsible for coordinating the meetings necessary to ensure the Control System’s final programming is technically feasible and meets the City’s needs. Preliminary meetings shall be held to discuss layout and graphics as well as any features or security needed. Additional meetings throughout the design process is necessary to establish needs for the control layout, graphics, and command flow.

B. **The TV Production Recording Systems** – Video/Audio Switching and Mixing, recording devices, distribution, web streaming.

  - **Demolition of Systems and Equipment** - The AV Systems Integrator shall remove existing wiring and devices relevant and as needed from the Broadcast Delivery Room. All cabling between the Control Room and Chamber or related spaces is the responsibility of the AV Systems Integrator. The conduits and existing cabling pathways are to be used.

  - **OFCI** - Owner Furnished and Contractor Installed (OFCI) equipment within the TV Production System includes systems that may need coordinated integration efforts and protect-in-place efforts.
- **Production Switcher** - The new Production Switcher will process all major sources from the TV Production System as well as the AV Presentation System via a Scan Converted/Scaled output including the existing cameras to be rewired by the AV Systems Integrator as necessary. All signals coming into the Switcher should be HD 1080i.

- **Cameras** – Current Camera functionality should be evaluated for continued use or upgrade. An additional outlet for a handheld camera with BNC or HDMI connection should be integrated into new system. The Camera robotics control system requires programming to allow for camera control functions that duplicate the existing controls and is part of the scope of work.

- **Recording** – All recordings shall be HD 1080i format and include backup recordings in Solid-State Media.

- **Monitoring** – A Multiview monitor shall be installed to accept the Multiview output from the Production Switcher. Outbound destinations that cannot be viewed on the Multi-viewer will have designated monitors installed for “confidence” of the video sent to the destination.

- **Production Console** – A new production control console is necessary for both existing equipment and the new equipment. A “Command Control” style console is desired with its purpose for mainly control surfaces and with ancillary rack space for frames and chassis.

- **Synchronized Production Clocks** – Synchronized production clocks are to be installed in the Council Chambers, Production Booth, and Broadcast Delivery Room (City Hall West) to provide accurate and synchronized Time of Day display.

C. **Existing Systems** – Various systems and devices within the existing systems require coordination and design considerations by the AV Systems Integrator.

### VI. SYSTEM FUNCTIONALITY

The following are functional descriptions of the systems to be integrated under the scope of work of this project and the responsibility of the AV Systems Integrator. A full design-build turnkey system is required for all systems included in this project.

System functionality not specifically mentioned is implied and required of the AV Systems Integrator to include as a part of their proposal. General descriptions of the equipment have been provided in the previous section.
AV Presentation System Functionality

- **Sound Reinforcement System** – The new Sound System shall include Microphones with both local and remote mute capability. The DSP will be programmed to allow for the mixing, distribution, amplification with high gain before feedback, low noise and no feedback or instability regardless of level changes with attenuation or amplification via the Control Panel or without regard to open microphones. An ALS system is included. The room has a maximum occupancy of 125.

- **Microphones** - New microphones with shock-mounts added. Mics to have “on” indicator ring.

- **Touch Screen Control Interface** – The new touch screen control panels will work in conjunction with the Control System and further described in that section below. Each available source should be available on the screen as well as each destination. Matrix style switching should be available however the main source-to-destination switching will be under macros that send a particular source to all public displays and source audio automatically to the sound system. This feed will be referred to as the “Program” feed. Further details of control functions are described below. Control via a web interface shall be included.

- **Dais Presentation Monitors** – Functionality for all staff and voting members at the Dais will allow for multiple inputs from the Matrix Switcher with scaled images based on the monitors’ specifications. Each member or user of the presentation monitor will have the local capability of switching between presentations/program and the local computer.

- **Large Presentation Monitor** – Large “Smart” presentation monitor is to be installed in the Chamber to allow for interactive presentations that require highlighting of certain topics of discussion, or to highlight mapped areas of interest, to name a few. The monitor will also allow for maximum viewing capabilities by the attending public members seated through the Chamber.

- **Lobby Monitoring System** – large Video Display Monitors will be installed in the Lobby area and receive video and audio feeds from the AV Matrix Switcher.

- **Presentation Lectern** - The lectern shall receive a display Monitor that will allow for interaction with the Smart TV, and a Microphone that are controlled by the system and include remote control of mic level, mute and the routing of video to the lectern monitor.

- **AV Matrix Switcher** - The AV matrix switcher will independently route any source to any destination and allow for predetermined scaling to the native resolution of any destination.
• **Speaker Timer System** – A count down timer system, replacing the current three-light system, will be installed to limit public speaking with the system providing display of time at the lectern for the speaker and another display/s for the Council Members and staff members at the Dais. Timer overlay on the public displays is necessary.

• **AV Presentation Control System** - The Control system will control all devices through serial, serial over IP, relay or other control protocol and mechanism required of the device. These following features and functions are to be included in the control system:
  
  o Video source and destination Control for the Chamber displays will be via the Control system. The video routing should be designed so that all presentation sources can be independently routed to available destinations and automatically scaled to the destinations native format with no manual scaling required
  
  o As well, master default routing through programming macros and salvos will allow for all destinations to receive selected sources instantly. The City will advise of the source-to-destination mapping defaults.
  
  o The Control System will need control of the all subsystems within the AV Presentation System including the Sound Reinforcement System with control of basic mic levels, program AV source levels, master gain levels and muting. The coordination of the City’s desired functionality and its successful integration is the responsibility of the AV Systems Integrator.
  
  o The overall goal of the touch panel functional implementation is that the system be controllable by a person with little or no training and can get audio and video routed and controlled. Multiple layers of control pages should be avoided wherever possible.
  
  o A control WEB GUI equivalent software implementation of all touch panels is to be setup and coordinated with IT Department for access across the City LAN.

**The TV Production Recording Systems**

General signal flow for the TV Production Recording system includes HD-SDI signals at 1080i inbound processing through the live production switcher, a multi-viewer and onto video recording, monitoring and distribution. Web streaming and low bit rate recording is also a part of the recording and distribution workflow.

1. **Production Switcher** - The new Production Switcher will have graphics capability and allow for HD-SDI sources including but not limited to 4 cameras, a scan converter output from the AV Presentation System, a video playback channel and at least 2 internal graphics channels. Locations of sources such as camera cross-points will be confirmed by City thought initially source assignments will be duplicated from the existing scheme. A new camera input and AV Presentation Input may require shifting of cross-point mapping.

2. **Cameras** – Control of cameras are through existing methods and include full PTZ operations.
3. **Monitoring** – A Multiview monitor shall be installed to accept the Multiview output from the Production Switcher. Outbound distribution to various remote destinations requires monitoring.

4. **Audio Monitoring** – An audio monitor is to be installed in the Chambers Control Booth and Broadcast Room to monitor all audio feeds during a live broadcast.

5. **Distribution** – Various outbound distribution signals need to be integrated into existing transport system including the local cable tv channel through a 2nd party, web streaming and an existing Agenda management system to be determined and implemented at the same time as this project.

6. **Mobile Production** – With existing fiber optic cable in place at the Pico Rivera Senior Center located at the Center of the City, and the Pico Park Community Center located at the North end of the City, a mobile production solution needs to be implemented for the full broadcast of live meetings or other public engagements occurring at these sites that can be switched from the broadcast room located at City Hall West.

**VII. SITES & BUILDING SPECIFICATIONS**

The primary City Hall and Council Chamber building is located at 6615 Passons Blvd, Pico Rivera, CA 90660. The building is approximately 35,000 square feet, two-story structure that was built in the 1960’s.

The City Hall Council Chambers is not a perfect square or circular room. At its widest, the room measures approximately 50’ x 41’ with an overall seating capacity of 125 people. The dais is 14’ x 3’ and currently sits 20 people with 20 individual microphones with muting capabilities. The Broadcast Control Booth is approximately 17’ by 3’, and 17’ by 7’ at its widest only fitting 2 staff people at a time pre-COVID.

The City Hall West building is located approximately 100 feet west from the back side of the primary City Hall building. The building is 3,000 square feet, one-story structure that was built in the 1960’s. City Hall West houses the main switchers, wiring/cabling, and equipment to broadcast over the air on CTV3. Please see the exhibit below for additional reference. Both sites are owned, maintained and operated by the City. The floor plans are included in the Appendices.

Additional facilities that may be sites for remote broadcasts that may only require mobile equipment include the Pico Rivera Senior Center, and Pico Park Community Center. Both facilities have fiber optic cable directly linked to City Hall.
VIII. SCHEDULE OF EVENTS

<table>
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<th>Activity*</th>
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| Request for Qualifications/Proposals is published | Thursday, July 8, 2021  
              Tuesday, July 20, 2021          |
| Scheduled site tours**                         | Mon. Jul. 26 or Tues. Jul 27, 2021 |
| Last day to submit questions                  | Thursday, July 29, 2021             |
| Last day for staff to respond to questions    | Tues., August 3, 2021               |
| Proposal submission deadline                  | Fri., August 13, 2021 @ 3 p.m.      |
| Deadline for staff to review proposals        | Thur. Aug. 19, 2021                 |
| Interviews (if necessary)                     | Mon. Aug. 23 or Tues. Aug. 31, 2021|
| Award of Contract by City Council             | Tuesday, September 14, 2021         |
| Notice to proceed                             | Late September 2021                 |

* Please be advised that all dates are subject to change without notice

** All site visits must be scheduled by Thursday, July 22, 2021 at 5:00 p.m. Site tours are not required to submit a proposal

IX. SCOPE OF WORK

Meetings

The AV Firm shall provide resources to lead the meetings described below. The AV Firm shall be responsible for providing meeting agenda’s, preparing meeting handouts, and taking notes to prepare final meeting minutes.

Kickoff Meeting – The AV Firm shall review and prepare all necessary documents and attend a meeting to present a work plan and receive the City’s input. It is anticipated that the AV Firm’s core project team will be in attendance.

Weekly Meetings – Weekly meetings will take place between the AV Firm’s team and the City’s team to provide status updates regarding upcoming and accomplished tasks, milestones, activities and other relevant productivity. City staff shall provide ongoing guidance and support to ensure expeditious advancement of the project.

Tasks & Deliverables

Task 01 - Project Administration
01.01 **Requirements, Guidelines & Regulations** – The AV Firm shall review, become familiar with and adhere to all requirement described in the final agreement with the City and all guidelines and regulations associated with each funding source utilized for the project (e.g. PEG Access Grant Funding – Public Educational Government Access).

01.02 **Work Plan** – Based on this Scope of Work, prepare a comprehensive Work Plan to track all progress and to ensure the timely completion and submission of all deliverables.

01.03 **Meetings** – In collaboration with City staff, coordinate and execute a project kick-off meeting and other meetings as necessary throughout the life of the project. Meetings shall include all relevant city departments, vendors, consultants, contractors, etc. The meeting will serve to review and track progress, according to the scope of work and timelines, project reporting requirements, invoicing and other administrative elements of the project. Prepare and maintain meeting agendas, notes, minutes, running task lists and other information relevant to ensure sound project management.

01.04 **Progress Reporting** – Maintain a summary dashboard to track the percent completion of all tasks, duties, responsibilities, and associated milestones according to the project timeline. All progress shall be captured and submitted as a bi-monthly progress report.

01.05 **Invoicing** – Complete and submit invoice packages to the project manager on a bi-monthly basis and must be accompanied with the corresponding bi-monthly progress report as required in Task 01.04.

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<tr>
<th>Task 01 – Deliverables</th>
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<tr>
<td>• Complete work plan</td>
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<td>• Project timeline and task dashboard</td>
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<td>• Meeting agendas, notes, minutes and running task lists</td>
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<tr>
<td>• Technical memo to document compliance with Federal, State and all funding guidelines</td>
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<tr>
<td>• Bi-monthly invoice packages &amp; progress reports</td>
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**Task 02 – Assessment and Discovery**

02.01 **Existing Conditions** – Assess the current layout, configurations, and conditions of the audio, visual and broadcasting hardware and support infrastructure,
and the interior of the City Hall Council Chambers and City Hall West Broadcast Room.

02.01 Gather accurate measurements, cross-reference and validate with all existing building plans and documentation. Produce updated audio, visual and broadcasting system designs and plans where discrepancies and inconsistencies are identified.

02.01.2 Take inventory of all existing audio, visual and broadcasting equipment and assess their condition, life expectancy, functionality, ability to repurpose each and/or understand the resale value.

02.01.3 Evaluate the current energy usage and opportunities to reduce energy.

02.01.4 Evaluate the ease of use by lay-members of the public and City Staff.

02.02 City Staff Input and Feedback – Develop and conduct a survey, interview, focus group and/or questionnaire with relevant staff and capture feedback and input to assess the following:

02.02.1 Produce a report that describes the baseline understanding of all relevant members of staff that have experience, knowledge, background and/or some understanding to use audio and visual equipment and systems;

02.02.2 Purpose of use, ease of use for all audio and visual equipment for regular presentations and meetings.

02.03 Coordinate a meeting with city management to discuss all findings and to determine recommendations for project phasing.

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<th>Task 02 – Deliverables</th>
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<tr>
<td>• Technical memorandum of existing conditions.</td>
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<td>• Updated layout diagram for the facility, all hardware and supportive infrastructure</td>
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<td>• Technical memorandum of city staff input and feedback</td>
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<td>• Meeting agendas, notes, minutes and running task lists</td>
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Task 03 – Design for the Audio, Visual and Broadcast System

03.01 Concept Development – Coordinate and host a curated workshop with city management that is dedicated to exploring ideas, best and novel practices, and to incorporate staff input and feedback.

03.02 Conceptual Design Alternatives - Based on the findings from staff feedback, guidance from management, council chambers layout, and current method of broadcast delivery, develop three (3) distinct conceptual alternatives that enhance the quality of audio and visual presentations while providing alternative solutions for broadcast delivery of City Council Meetings and local programming on CTV3 and all associated feeds. Each concept shall include recommendations for equipment, accessories, hardware, software, and network integration among other considerations.

03.03 Final Design

03.03.1 Create and utilize a tool to help management select a final concept that will advance to final design. Coordinate a meeting to capture final insights, comments, and direction from city management.

03.03.2 Prepare and present a final design for all necessary audio, visual and broadcasting system improvements that directly correspond with all identified needs. The presentation should include a coherent narrative that describes the background, history, rational and inspiration for the final concept.

03.03.3 The AV Firm, based on staff input and finalized design plans, will implement all design plans and build the Council Chambers Audio, Visual, and Broadcast System.

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<th>Task 03 – Deliverables</th>
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<tr>
<td>• Technical memorandum summarizing initial comments and ideas for concept development</td>
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<td>• Technical memorandum and presentation of 3 conceptual design alternatives</td>
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<td>• Technical memorandum and presentation of the final design</td>
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<td>• Meeting agendas, notes, minutes and running task lists</td>
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Task 04 – Budget Development & Implementation Work Plan

04.01 Budget Development – Based on all findings and final system design, prepare a comprehensive budget that accounts for all foreseeable expenses associated with the project. Coordinate a budgetary planning meeting to identify all available and/or eligible funding sources that can be programmed to successfully accomplish the project.

04.02 Implementation Work Plan – According to the budget and associated budget requirements, prepare an implementation work plan that outlines potential project sequencing and thoroughly describe each project phase. The plan shall clearly delineate roles and responsibilities, major tasks and milestones, key decision points and associated timelines, and completion deadlines.

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<th>Task 04 – Deliverables</th>
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<tr>
<td>• Technical budget memorandum</td>
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<tr>
<td>• Implementation Work Plan, proposed phasing and timeline</td>
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<tr>
<td>• Meeting agendas, notes, minutes and running task lists</td>
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Task 05 – Purchasing Support

05.01 Purchasing Coordination – Identify and produce a list of local wholesale, commercial and/or other retailers and vendors that specialize in audio, visual and broadcast equipment, accessories, materials and supplies. Highlight and flag businesses that are located in the City of Pico Rivera. Produce a brief summary report of each vendor that includes, but is not be limited to the following: proximity to Pico Rivera; entrepreneurial or corporate business; overview of pricing; willingness to negotiate pricing; source of products; depth of inventory; customer service reviews; customer satisfaction policies; etc. Create a simple evaluation matrix and associated criteria to help project staff to narrow and finalize a selection of vendors.

05.02 Purchase Order and Package – Upon selecting the final vendor(s), utilize the final budget and implementation work plan to coordinate and prepare a purchase orders and packages that includes all equipment, accessories, materials and supplies required for the implementation of the project. Coordinate a meeting with city staff to review and finalize all elements of the purchasing package.
05.03 **Finalize Purchasing** - Upon final authorization from project staff, initiate the purchasing process and coordinate all final invoices and payment transactions. Coordinate the pick-up and/or delivery of all equipment, accessories, materials and supplies to the project site. Review the purchase order and invoices to ensure the inventory of all goods and products are accurate and in new condition.

05.04 **Post-Purchase Documentation** – For all equipment, accessories, materials and supplies purchased, prepare all documentation and support project staff to submit all product registrations, service contracts, maintenance agreements, warranties, extended warranty options, etc. Create a spreadsheet of all products to track warranty expirations, recommended maintenance schedules, product life expectancies, etc.

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<th>Task 05 – Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>• List of product wholesalers, retailers, and/or vendors</td>
</tr>
<tr>
<td>• Vendor summary reports/spreadsheet</td>
</tr>
<tr>
<td>• Vendor evaluation criteria and scoring matrix</td>
</tr>
<tr>
<td>• Draft and final purchase orders and product packages</td>
</tr>
<tr>
<td>• Final invoices and transaction details (e.g. receipts)</td>
</tr>
<tr>
<td>• Final documentation for product registration, warranties, etc.</td>
</tr>
<tr>
<td>• Technical spreadsheet to track product warranty expirations, maintenance schedules, etc.</td>
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</tbody>
</table>

**Task 06 – Project Implementation and Management**

06.01 **General Project Management** – The AV Firm shall be responsible for the implementation and construction of the project in accordance with the final and approved Work Plan and associated purchase orders. AV Firm shall oversee all project elements, review all documentation and ensure the project is on time, on budget and according to all approved plans. The AV Firm shall ensure that all work is consistent and in compliance with all Federal and State laws and regulations and funding guidelines. Any and all discrepancies must be communicated immediately to the city’s project manager with recommend solutions and actions.

06.02 **Multi-Party Project Coordination** – As noted in the Section I: Summary of Request, the AV Firm must meet, share documentation, communication progress, help coordinate and participate in meetings related to the City Hall ADA Improvement Project and the Virtual City Hall project (Agenda/Meeting
Center module). The implementation schedules for each project must be well-aligned to ensure adequate testing and reconfiguration (if needed), minimize duplicative construction efforts, minimize implementation costs, minimize implementation timelines, and to minimize disruptions to the City Hall operations. In collaboration with the ADA Project consultant and the Virtual City Hall consultant, co-produce a comprehensive project schedule that presents solutions to all identified challenges.

06.03 Plan Check, Permits, Inspections, & Certifications – Submit and usher all final construction and implementation documents through the plan check and review process with engineering, building and safety, fire and code and other required parties at each stage of implementation. Assist with the coordination of all required inspections and certifications.

<table>
<thead>
<tr>
<th>Task 06 – Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Project timeline and project summary dashboard</td>
</tr>
<tr>
<td>• Technical memorandum regarding all plan checks, permits, inspections and certifications</td>
</tr>
<tr>
<td>• Technical memorandum to document compliance with Federal, State and all funding guidelines</td>
</tr>
<tr>
<td>• Meeting agendas, notes, minutes and running task lists</td>
</tr>
</tbody>
</table>

Task 07 – User Manual, Staff Training, and Succession Planning

07.01 User Manual – Produce a comprehensive user manual for lay audiences that provides a thorough, step-by-step guide for how to use and operate the audio, visual and broadcasting system.

07.02 Staff training – Coordinate and conduct at least 3 workshops dedicated to training primary city staff to be experts and secondary city staff to be proficient with the operations and use of the audio, visual and broadcasting system.

07.03 Succession Plan – Create a succession plan that outlines contingencies to multiple scenarios for the use of all audio, visual and broadcasting systems.

<table>
<thead>
<tr>
<th>Task 07 – Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>• A comprehensive user manual</td>
</tr>
<tr>
<td>• Workshop training curriculum, presentations, and materials</td>
</tr>
</tbody>
</table>
• Succession plan
• Meeting agendas, notes, minutes and running task lists

Task 08 – Project Close Out

08.01 **General** - Conclude all facets of the project to the satisfaction of city management and in accordance with the approved work plan, implementation plan and Scope of Work.

08.02 **Final Letter** - Prepare a draft appreciation letter highlighting unique attributes of each vendor, subcontractor and consultant that aided in this project.

08.03 **Final Report** – Prepare a final report that compiles all deliverables associated with this Scope of Work and work plan. The report shall be submitted as a well-organized, digital PDF binder and submitted to the City’s project manager.

08.04 **Final Presentation** - Prepare a final presentation that summaries all major elements of the project. The presentation must include a section dedicated to “lessons learned” and “recommendations” for future process improvements and project management.

08.05 **Final Meeting** - Coordinate a final meeting with city management to review and validate all documentation and deliverables to ensure all outstanding issues, tasks, duties and responsibilities have been resolved and concluded.

08.06 **Final Memo** – Prepare a final memo summarizing the project closeout tasks, including any final invoice packages. The memo shall serve as the final task to formally conclude and close out the project.

<table>
<thead>
<tr>
<th>Task 08 – Deliverables</th>
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</thead>
<tbody>
<tr>
<td>• Final letter</td>
</tr>
<tr>
<td>• Final report in PDF format</td>
</tr>
<tr>
<td>• Final presentation</td>
</tr>
<tr>
<td>• Final meeting</td>
</tr>
<tr>
<td>• Technical final memo accompanied by any remaining invoice packages.</td>
</tr>
<tr>
<td>• Meeting agendas, notes, minutes and running task lists</td>
</tr>
</tbody>
</table>
PROPOSAL SUBMISSION

Proposers must submit a PDF file via email by 3:00 P.M. PST on Monday, August 16, 2021. The PDF file must be less than 10 megabytes. Failure to comply with these instructions will render the proposal non-responsive. Proposals shall be submitted via email and addressed to:

City of Pico Rivera  
Department of Parks & Recreation  
Division of Media & Communications  
Attn: Gabriel Castorena, Communications Technician  
gcastorena@pico-rivera.org

Please submit all questions regarding this RFP by Monday, July 26, 2021 to the following contact persons:

Gabriel Castorena, Project Manager  
Communications Technician  
gcastorena@pico-rivera.org

Barbara Wade  
Senior Technician  
bwade@pico-rivera.org

Paul Gandara  
IT Technician  
pgandara@pico-rivera.org

The proposal must include, but not be limited to the following:

1. **Cover Letter or Executive Summary**

   Proposer shall include the name and address of the Proposer and state whether the Proposer is an individual, partnership, corporation, joint venture, special-purpose entity, or other entity. The letter should also provide the name of the person(s) authorized to make representations for the Proposer as well as his or her phone number and email address. The person authorized to represent the Proposer must sign the letter.

2. **Table of Contents**

   The table of contents shall outline all the components of the proposal, including a clear definition of each, identified by sequential page numbers and the proposal section numbers prescribed below in this section.

3. **Proposed Work Plan and Timeline**
Create an easy to read and visual work plan that accounts for and demonstrates a thorough understanding of all tasks and deliverables outlined in the Scope of Work.

a. Please provide a project schedule of the major project activities (including each of the deliverables for each task included in this RFP) and significant milestones (including those of sub contractor work) in a weekly format. Assume start of work according to the Notice to Proceed date in this RFP.

b. Identify potential issues/challenges and the approach to minimize disruptions to performance and project schedule.

4. Resource Allocation Matrix

A resource allocation matrix must be submitted with the proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project schedule by tasks are required of both the primary Firm, as well as any sub-contractors. In addition, the applicable AV Firm support services must list the type and number of hours (resource allocation matrix) of the sub-contractor within the proposal. Failure to do so will result in the AV Firm’s Proposal being deemed incomplete and it will not receive further consideration.

5. Copy of All Questions and Answers

Proposer shall include questions and staff-responses that were submitted during the submittal timeline.

6. Project Examples

Proposer shall provide at least three (3) sample projects that are similar in type, scale and scope and at least one (1) sample project that highlights the Proposer’s capabilities with complex projects. Please include photographs of conceptual renderings and the final, completed project for each sample project. Describe the experience in managing such projects.

7. Project Team

Identify all key members of the project team, including the legal entity that will serve as the principal in the proposed project, and provide in-depth resumes describing relevant skills, qualifications, project experience and accomplishments for each key project member. Where feasible, it is highly recommended that the Proposer incorporate local, small-business enterprises, especially within the category of small, disadvantaged, minority-owned, women-owned, or veteran-owned businesses.
The proposed work plan should clearly identify and demonstrate a meaningful role for each sub-contractor.

8. Proposed Cost Estimate

Based on the Scope of Work, all proposals must include an initial, comprehensive cost estimate inclusive of all direct and indirect costs, hard and soft costs, fees, contingencies, billable hours, etc. The City recognizes that the project budget will require adjustments based on the selection of final products, layouts and design treatments selected.

9. Other Information

a. Company Information:
   i. Company name, home office address, office address, contact person (name and title), contact information.
   ii. Parent Company name (if applicable), address, contact person (name and title), contact information.
   iii. Sub-Contractors (if applicable) company name, home office address, contact person (name and title), contact information.
   iv. The proposal shall be signed by an official authorized to bind the company, including his or her printed name and title, and shall contain a statement to the effect that the proposal is valid for ninety (90) days.

b. Client References (list a minimum of three but no more than five references from the last 5 years):
   i. Client name, contact person, contact information.
   ii. Name and detailed description of project.
   iii. Approximate budget.
   iv. Approximate timeline.

c. Contract Exceptions - Please provide any proposed exceptions, additions, and/or deletions to the City’s Request for Proposal. The City WILL NOT accept any proposed requested changes to the City’s Professional Services Agreement including the ability to meet the stipulated insurance requirements and other contractual terms therein. Please submit a proposal only if there is a clear understanding that your firm can execute the City’s Professional Services Agreement without any changes. By submitting a proposal, the proposer represents they have an understanding of and will comply with the requirements of the RFP and any addenda.
X. **FEE PROPOSAL SUBMITTAL REQUIREMENTS**

Submit fees to accomplish each task in a Not-to-Exceed Fee which must include conservatively estimated reimbursable expenses to complete each major task as described in the Scope of Work. The cost proposal must be consistent with the Resource Allocation Matrix to provide a breakdown of approximate personnel-hours by classification (job title and hourly rate) in order to accomplish each task and subtask described in the Scope of Work. Time to accomplish each task shall be expressed in working days. **The successful selected AV Firms’s monthly invoices must reflect similar information in order to be processed.**

Include a fee schedule for reimbursement items on an as-needed basis and cost estimates for each task. The City’s policy on Firm expenses is as follows:

1. **Hotel, Meals and Airfare** - The City will not reimburse for lodging, meals, mileage or transportation for the firm or its agents.

2. **Entertainment/Personal Services** - Under no circumstances are expenses related to entertainment (i.e., theater tickets, sporting events, etc.) or personal services (i.e., dry cleaning, haircuts, etc.) reimbursable.

3. **Printing and Photocopies** – All printing and photocopying costs shall be included in the not to exceed fees.

4. **Incidental Expenses** – There will be no reimbursements for deliveries/transmittals, telephone expenses or equipment rental/purchases.

5. **Proposal Preparation Costs** - The City will not reimburse the firm for any costs associated with the preparation of a proposal.

6. **Other Expenses** - Proposals may include a list of itemized unit costs of billable expenses typically incurred in the performance of the contract. Items which have not been specified, shall be approved by the City prior to providing and billing the expense.

XI. **EVALUATION & SELECTION PROCESS**

Selection of the Firm for interview (if interviews are held) with the City will be based on the contents of the written proposal. The proposal may be evaluated and ranked by a committee of selected City staff. Based on the assigned weights below, each proposal category of will be scored on a scale of 0 to 5 where 0 is considered to be “totally unresponsive and does not meet minimum
requirements” and where 5 is considered to be “outstanding and far exceeds minimum requirements in most areas.” The evaluation criteria and weights are as follows:

1. Firm Experience (30%)
   a. Experience working with local government(s)
   b. Expertise in all fields and systems necessary to execute the proposal
   c. Professional qualifications and education of all team members
   d. Verifiable record of past successes and similar scale projects
   e. References

2. Project Management Capability (30%)
   a. Methodology for data collection, analysis, and reporting
   b. Managing complex work environments
   c. Coordinating with multiple consultants working on related projects
   d. Tracking and reporting on all tasks, duties, responsibilities and deliverables

3. Quality of Proposal (30%)
   a. Depth of project understanding and the stated goals and objectives
   b. Preliminary work plan and project schedule
   c. Concise and well-articulated narrative
   d. Use of imagery, videos, tables, charts, diagrams and other relevant visuals
   e. Expresses innovation and unique qualities

4. Pricing (10%)
   a. Labor cost per hour by field of expertise, position and/or job title

5. Total weighted score for written proposal (100%)

Upon completion of the proposal evaluation process, a short list will be established and the City will enter into negotiation with the top ranked Firm for the desired consulting services. Compensation for the subject services will be negotiated based on what is fair and reasonable to the City. Should City staff and the top-ranked Firm be unable to reach an agreement, negotiations with that Firm will be terminated and negotiations will commence with the next ranked firms in order of their evaluation ranking until an agreement is reached and a Firm is selected.

XII. AWARD OF CONTRACT

Following evaluation and rating by the proposal review committee, the staff will recommend award of a contract to the most qualified proposer providing the best value to the City. The term of the contract will begin after contract award and the contract Agreement is fully executed, and all required supplemental paperwork, insurance documents, etc. have been received and approved.
XIII. **PAYMENT TO FIRM**

1. Once the contract is awarded, the City will pay the AV Firm for work completed consistent with the Resource Allocation Matrix. Cost Schedule is as described in the Fee Proposal.

2. Progress payments shall be based on tasks performed as identified in the Cost Schedule. Monthly invoices will specifically identify job title, person-hours, hourly rate and costs incurred by each task.

3. Sub-categorization of task is permitted to better define the task for payment.

4. All tasks including labor and reimbursable costs shall have supporting documentation presented at the time payment is requested.

5. The City will pay the AV Firm for all acceptable services rendered in accordance with the “Agreement for Professional Services.” City will only accept invoices from the AV Firm for work that has been reviewed and approved by City’s staff.

6. When the AV Firm is performing, or is requested to perform, work beyond the scope of service in the “Agreement for Professional Services,” an “Amendment to the Agreement” will be executed between the City and Firm.

7. The AV Firm is required to monitor and track the overall project expenditure and report to the City on a monthly basis. Similarly, the AV Firm will be responsible for tracking the expiration of the Agreement and its insurances in a timely manner. Once expired, the City will not be able to process any further payments until the situation is rectified.

XIV. **STANDARD TERMS & CONDITIONS**

In addition to the previous requirements, the Proposer shall, at minimum, perform or make provisions for the following general requirements:

2. **ADDENDA.** Should it be necessary for the City to issue addenda to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addenda will be posted on http://www.pico-rivera.org/rfps/ for any interested parties to review. Proposal should include a notation that the Proposer is aware of all of the
addenda which have been issued and has incorporated their provisions in their proposal. Proposers are responsible for insuring that they have obtained all addenda.

3. ADDITIONAL INFORMATION. The City reserves the right, to request additional information or clarifications from Proposers where it may serve the City’s best interest.

4. ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

5. AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent’s authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation prepares the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

6. AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria.

7. COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

8. CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

9. CONFLICT OF INTEREST. By signing the Certificate of Proposal (Appendix D), the Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in
that agreement, or obtain any present, anticipated or future material benefit arising therefrom. COSTS. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

10. DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City 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. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Appendix B).

11. DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy him/herself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him/herself from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

12. INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to
the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. The contact person for all questions regarding this RFP is Gabriel Castorena, Communications Technician. He can be reached via e-mail at gcastorena@pico-rivera.org. Proposers may not contact any other staff members with questions.

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name, mailing address and e-mail address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

13. IRREGULARITIES. City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.

14. NON-DISCRIMINATION. Proposer represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

15. NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other firms.

16. OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

17. OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

18. NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

19. PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other
governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

20. PROPRIETARY INFORMATION. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within their bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a bidder is made, the City will notify the bidder in writing of such demand and shall furnish a copy of the City's written response to the requestor. Bidder may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

21. NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT. Bid proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing Proposers. Adequate precautions shall be taken to treat each Proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other Proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

22. REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

23. RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between the City of Pico Rivera and the successful Proposer.

24. SEVERABILITY. If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.
25. **SUB-CONTRACTOR INFORMATION.** If the proposal includes the use of sub-contractors, Proposer must identify specific sub-contractors and the specific requirements of this RFP for which each proposed sub-contractor would perform services. If a subcontract for work services to be performed exceeds $25,000 the subcontract must contain all required provisions of the prime contract.

26. **SUB-CONTRACTOR REFERENCES.** For all sub-contractors that will be used for providing services as part of the RFP, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

   a. Client name  
   b. Project description  
   c. Dates (starting and ending)  
   d. Technical expertise  
   e. Staff assigned to reference engagement that will be designated for work per this RFP  
   f. Client project manager’s name and telephone number

26. **VALIDITY.** Proposal must be valid for a period of 90 days from the due date.

27. **WITHDRAWAL OF PROPOSAL.** Proposers’ authorized representative may withdraw Proposals only by written request received by City staff before the Proposal Submittal Deadline.

**XV. INSURANCE REQUIREMENTS**

See Section 16 of the attached Professional Services Agreement

**XVI. ATTACHMENTS**

1. Appendix A: Sample Professional Services Agreement  
2. Appendix B: Non-Collusion Affidavit  
3. Appendix C: Firm’s Acknowledgement of Insurance Compliance  
4. Appendix D: Certification of Proposal
1. Pictured: Pico Rivera City Council Chambers (Broadcast Booth to the Left, 90inch LED Screen on the Right)

4. Pictured: City Hall West Broadcast Delivery Control Room. Laptop controls LIVE Streaming to Social Media, Desktop controls all functions of the Cable PEG Channel. Equipment rack houses Broadcast Delivery Equipment
AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
[INSERT CONSULTANT’S NAME]

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and INSERT CONSULTANT’S NAME, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide INSERT DESCRIPTION OF SERVICES REQUIRED.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s INSERT PROPOSAL DATE proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s INSERT PROPOSAL DATE proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: INSERT DATE

3.4 “Expiration Date”: INSERT DATE

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT’S SERVICES
5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of INSERT COMPENSATION AMOUNT. WRITE OUT AMOUNT IN WORDS AND ALSO INCLUDE AMOUNT IN DIGITS unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105
and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. **CONFLICT OF INTEREST**

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. **PERSONNEL**

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. **INSERT NAME AND TITLE OF CONSULTANT’S PROJECT ADMINISTRATOR** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. **INDEPENDENT CONSULTANT**

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control
over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City. 12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION
15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant’s Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and
indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant
providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment
16.1.1.2 Products and completed operations
16.1.1.3 Broad form property damage (including completed operations)
16.1.1.4 Explosion, collapse, and underground hazards
16.1.1.5 Personal Injury
16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.
16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

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

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. **RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. **PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:
Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:
NAME, TITLE
INSERT CONSULTANT’S NAME
ADDRESS
CITY, STATE, ZIP

With a courtesy copy to:
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. **ASSIGNMENT**

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated
without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. **WARRANTIES**

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. **CAPTIONS**

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.
26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not
be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT,** the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
INSERT CONSULTANT’S COMPANY NAME

Steve Carmona, City Manager
Dated: ________________________

INSERT NAME, TITLE
Dated: ________________________

**ATTEST:**

**APPROVED AS TO FORM:**
EXHIBIT A
SCOPE OF SERVICES
EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate
payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day’s work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”
12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant’s compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant’s expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.