



November 22, 2016

**NOTICE INVITING PROPOSALS FOR CITY HALL TELEVISION PRODUCTION SYSTEMS IMPROVEMENTS**

The City of Beverly Hills invites prospective respondents to submit proposals for to provide television production system improvements for city hall including all necessary equipment. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective respondents via e-mail and posted on the City's website at 12 p.m. (Pacific) November 22, 2016. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 2:00 p.m. (Pacific) on Monday, December 19, 2016, via mail or in-person, at which time they will be opened and publicly read.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service, common carriers, or City employees outside of the City Clerk's Office. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be directed to the primary contact, Anne Salvatore, for response, and sent via e-mail to: [asalvatore@beverlyhills.org](mailto:asalvatore@beverlyhills.org) to ensure a timely response. Any inquiry should state the question only, without additional information.

Respondents to the RFP must submit one (1) original and three (3) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

**Office of the City Clerk  
City of Beverly Hills  
455 N. Rexford Drive, Room 290  
Beverly Hills, CA 90210  
Re: Bid No. 16-31, City Hall Television Production System  
Improvements**

Once opened, all proposals will become the property of the City. The proposals will not be returned, and are subject to the California Public Records Act.

**REQUEST FOR PROPOSALS**

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**Date of Request:**                    **November 22, 2016**

**Bid Number:**                        **16-31**

**Item Description:**                The City of Beverly Hills is accepting proposals from qualified Contractors to provide City Hall Television Production System Improvements including all related installation, integration, and equipment for the City of Beverly Hills.

**Question Period:**                November 22 – December 9, 2016. All inquiries must be emailed to: [asalvatore@beverlyhills.org](mailto:asalvatore@beverlyhills.org), Inquiries received via telephone, fax, or in-person will not receive a response.

Only substantive inquiries will receive a response. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City.

All substantive inquiries will be answered in weekly comprehensive bid addenda unless no questions are received. The Bid Addenda will be sent via e-mail to the City's list of potential respondents, and posted on the City's website.

**Open Date:**                            November 22, 2016

**Close Date:**                            December 19, 2016 @ 2 pm

**Respondents' Orientation:**        December 5, 2016 @ 10 am

Each Respondent may have no more than two (2) representatives present at the Respondents' Orientation. Notes are allowed, but no recording devices of any nature may be used during the Orientation. The Orientation will be held on Monday, December 5, 2016 @ 10:00 am. (PDT) at the City of Beverly Hills, City Hall. Respondents are required to check-in no later at the first floor City Hall Rangers Station no later than 10 am.

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**SECTION 1: MINIMUM QUALIFICATIONS**

- 1-1. Respondents must have been in the business of providing installation and integration services similar to those detailed in this RFP for at least five (5) years.
- 1-2. The City requires that Respondents possess a thorough knowledge of technological terminology relating to audio visual systems, media display and control systems, programming, and television production systems.
- 1-3. Respondents must have extensive experience servicing federal, state, and/or local government, and must provide a client history to demonstrate that it has had comparable service experience.
- 1-4. Respondents must provide complete proposals. For detailed information, please see Sections 4, 5 and 6 below.
- 1-5. Respondents' proposals must be valid for not less than ninety (90) days after the Open Date.

**SECTION 2: GUIDELINES & GENERAL INFORMATION**

- 2-1. Proposals may be withdrawn at any time prior to the Open Date. No proposal may be withdrawn after the Open Date.
- 2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the consulting services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Contractor to request additional compensation.
- 2-3. The Respondent selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make a fair assessment of the Respondent's services.

**SECTION 2: GUIDELINES & GENERAL INFORMATION (CONT'D)**

- 2-4. Each Respondent shall submit, in full, the completed original BID FORM along with all other requested documentation, and all necessary descriptive materials or work Respondent proposes to furnish. Respondents' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.
  
- 2-5. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.
  
- 2-6. The Respondent selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

**SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS**

- 3-1. The Respondent selected ("Contractor") shall at all times during the term of the resulting Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.
  
- 3-2. Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to City in writing and be approved by City. Further, Contractor agrees to maintain in full force and effect such insurance for one year after performance of work under the Agreement is completed.

**SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS (CONT'D)**

- 3-3. Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by the Agreement.
- 3-4. Contractor agrees to maintain in force at all times during the performance of work under the Agreement workers' compensation insurance as required by law.
- 3-5. Contractor shall require each of its sub-Contractors or sub-contractors to maintain insurance coverage which meets all of the requirements of the Agreement.
- 3-6. The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.
- 3-7. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.
- 3-8. At all times during the term of the Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.
- 3-9. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. All of the policies required under the Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.
- 3-10. The insurance provided by Contractor shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it. The policies of insurance required by

**SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS (CONT'D)**

- 3-11. the Agreement shall include provisions for waiver of subrogation. The Contractor hereby waives all rights of subrogation against City.
- 3-12. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.
- 3-13. Contractor agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Contractor, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.
- 3-14. Contractor agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Contractor under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

*(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)*

**SECTION 4: BACKGROUND INFORMATION**

- 4-1. The City of Beverly Hills is seeking a highly skilled installation and integration firm to ensure timely and successful installation of digital audio systems, digital media display systems, media control programming, and television production integration related to the City's audio, visual, and television production infrastructure.
- 4-2. The Contractor shall be responsible for ensuring that all equipment is procured, and that all services related to installation, integration and programming are completed according to the schedule set forth in the Scope of Work and Technical Specifications.
- 4-3. The City anticipates a four to six week planning and implementation period.

## **SECTION 5: SCOPE OF WORK**

### **5-1. General Requirements**

5-1.1. Contractor shall provide to the satisfaction of City, turnkey audio, visual, control and television production systems for City Hall. The project specifications and requirements include the following documents: see [www.beverlyhills.org/bid1631](http://www.beverlyhills.org/bid1631) for additional documents and attachments.

- 1. Narrative (Appendix A)**
- 2. General Specifications (Appendix A-1)**
- 3. Equipment List – Major Components**
- 4. Major Components**
- 5. New Equipment Intent – Major Components**
- 6. Equipment Cut Sheets – Major Components**
- 7. Available As-Built Drawings**

5-1.2. Contractor must have designated staff onsite with experience with audio, visual, control and television production systems and experience with all other activities identified above. All onsite personnel must pass the Police Department's criminal background check prior to being granted access to City premises and systems.

5-1.3. **The Work of this Contract shall be completed between normally scheduled City Council and Commission meetings. City anticipates no more than 5 consecutive days (including weekends) be available for completion of on-site work. Contractor shall anticipate and schedule overtime and off-hours work in order to complete the Work of this Contract without impacting normally scheduled operations. The cost of all such works shall be included in the Lump Sum Base Bid.**

5-1.4. Activities which create noise, vibration, fumes or similar disruptions which are, in the opinion of the City's Representative, detrimental to the normal operations of the facility shall only be performed on off-hours, between the hours of 10:00 P.M. and 6:00 A.M. or as approved in advance by the City's representative.

5-1.5. Contractor shall control the conduct of its employees and preventing unwanted interaction with the City's staff, public or other individuals except those associated with the project.

5-1.6. Storage area will be limited and must be coordinated with City's representative.

5-1.7. City will provide parking on an as-needed basis within the Rexford Drive Parking Structure.

- 5-1.8. Contractor will provide all temporary structures, measures, apparatus and services required to complete the Bid work.
- 5-1.9. All utility service and building system connections or required interruptions shall be coordinated in advance with City's representative.
- 5-1.10. Contractor shall apply for and obtain all required permits for the work from the Community Development Department. All City fees will be waived for this work.
- 5-1.11. Contractor shall have competent representative on the Project site at all times work is in progress. Contractor shall immediately replace any individual who fails to perform the duties required by the work, in the opinion of the City's representatives.
- 5-1.12. Rubbish, debris, waste, dust or surplus materials shall not be allowed to accumulate and shall be removed continuously and disposed of by the Contractor as the work progresses. The City may elect if required, upon written notice to the Contractor, to perform cleanup, the cost of which will be deducted from the contract amount.

**5-2. Proposed Implementation Plan**

- 5-2.1. Contractor shall detail an implementation plan that includes a timeline in line with the City's anticipated 4 - 6 week planning and implementation period, in the following chronological order:
  - (a) Contractor submittal of systems construction drawings
  - (b) Equipment and systems installation and configuration
  - (c) Systems commissioning and programming
  - (d) Equipment and systems testing
  - (e) Training

**5-3 Narrative**

**See attached Appendix A: Section 5-3 Narrative**

**5-4 General Specifications**

**See attached Appendix A-1: Section 5-4 General Specifications**

**SECTION 6: FORMAT OF RESPONSE/PROPOSAL**

All issues must be remedied within a reasonable period of time, including any reprogramming which may be necessary to ensure that the system functions properly. *(Label and include the following sections/subsections in the proposal. Number each page individually and provide a table of contents.)*

- 6-1. Contractors interested in responding should submit a packet including:
  - 6-1.1 Bid Form: The Bid Form must be filled out in its entirety. An authorized representative of the firm must sign the response. The name and title of the representative must be included where indicated, and the response containing the original signature should be clearly marked “Original.”
  - 6-1.2 Statement of Interest: A formal transmittal letter on official company letterhead, this statement should indicate your firm’s general interest and capability to meet the City’s requirements.
  - 6-1.3 General Firm Information and Contact Person: Please include the name, address, telephone number, fax number for your firm and the contact information and e-mail of the key contact person for any questions regarding your response.
  - 6-1.4 Company Background and Experience: Please provide a brief company background including a brief description of software and services provided and company experience.
  - 6-1.5 Company Financial Information: Please provide a current company financial statement to demonstrate your firm’s financial stability.
  - 6-1.6 Respondent’s References: Respondent must provide a minimum of five (5) references with at least three (3) references for systems installed within the last three (3) years and at least three (3) references reflecting similar requirements to those of the City.
  - 6-1.7 Scope of Work: Following “Section 5: Scope of Work”, indicate that Respondent is able to fulfill the requirements as detailed in Section 5, and add any additional information, commentary or notes that may be necessary to illustrate compliance with the requirements of the RFP.
  - 6-1.8 Documentation: Document submittals as described in Appendix A-1, Section 5-4, Part 1.8 A – M.
  - 6-1.9 Additional Materials. Include any additional materials that may be relevant to a determination of suitability for the engagement. If you would like to include sample

**SECTION 6: FORMAT OF RESPONSE/PROPOSAL (CONT'D)**

materials, please limit them to hardcopies no larger than 50 pages, or CD / DVD submissions of any size.

6-1.10 Draft Agreement. Carefully review the attached draft agreement. Detail proposed modification, if any.

**SECTION 7: ACCEPTANCE OF PROPOSAL**

- 7-1. The City reserves the right to accept or reject any and all bids and reserves the right to waive technicalities where such action best serves the interest of the City.
- 7-2. The City of Beverly Hills reserves the right to require any or all Respondent(s) to either make a presentation that illustrates their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, the Respondent(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.
- 7-3. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract in any manner it deems to be in the best interest of the City.



**DRAFT AGREEMENT**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND **COMPANY** FOR CITY HALL AUDIO/VISUAL AND  
TELEVISION PRODUCTION SYSTEM IMPROVEMENTS

NAME OF CONTRACTOR:	Company Name
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Name, Title
CONTRACTOR'S ADDRESS:	Address City, State Zip
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Name and Title
COMMENCEMENT DATE:	TBD
TERMINATION DATE:	TBD
CONSIDERATION:	TBD

**Bid No. 16-31**  
**City Hall Television Production System Improvements**  
**Draft Agreement**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND **COMPANY** FOR AUDIO/VISUAL AND TELEVISION  
PRODUCTION SYSTEM IMPROVEMENTS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and **Company**, (hereinafter called "Contractor").

RECITALS

A. City desires to have certain services provided as set forth in Exhibit A, attached hereto and incorporated herein by this reference (the "Services").

B. Contractor represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Contractor's Services. Contractor shall perform the Services as described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term of Agreement. This Agreement shall commence upon Consultant's receipt of a duly authorized purchase order issued by City, and shall terminate on June 30, 2019, unless sooner terminated.

Section 3. Compensation. City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable).

Section 4. Method of Payment. Contractor shall submit to City a detailed invoice (as is further described in Exhibit B), on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

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Section 5. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 6. Assignment and Subcontracting. Contractor shall not assign or attempt to assign any portion of this Agreement, or subcontract any required performance hereunder, without the prior written approval of City. Contractor, however, shall at all times be responsible for the services performed by any subcontractors.

Section 7. Responsible Principal(s)

(a) Contractor's Responsible Principal set forth above shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between CITY and Contractor. Designation of another Responsible Principal by Contractor shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform Contractor's services under this Agreement.

Section 9. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of Contractor. Contractor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Contractor.

Section 11. Insurance.

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence,

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combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.

(2) Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(3) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Scope of Work required by this Agreement.

(4) Workers' compensation insurance as required by the State of California.

(b) Contractor shall require each of its sub-Contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) 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 B+;VII in the latest edition of Best's Insurance Guide.

(d) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(e) At all times during the term of this Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or a form acceptable to the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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**City Hall Television Production System Improvements**  
**Draft Agreement**

(f) The insurance provided by Contractor shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

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

Section 12. Indemnification.

(a) Contractor agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Contractor, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(b) Contractor agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Contractor under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 13. Warranty. CONTRACTOR warrants that for a period of one hundred and twenty (120) days from the date of acceptance that the Services will conform to the professional and technical standards in the audio/visual production industry. During the warranty period, CITY may require Contractor to re-perform the Services, which do not substantially conform to such standards, at no additional cost to the CITY.

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**Draft Agreement**

Section 14. Termination.

(a) City may cancel this Agreement, with or without cause, at any time upon five (5) calendar day's written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid full compensation for all services performed by Contractor, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Contractor shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Contractor for the full performance of the services required by this Agreement.

Section 15. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's services.

Section 16. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Contractor and compensated by City pursuant to this Agreement as City deems appropriate.

Section 17. Non-Disclosure.

(a) Pursuant to the terms of this Agreement, City has provided, or will provide Contractor with certain information, and/or access to certain information (the "Information"), which was or will be obtained by the City pursuant to a License Agreement with a third party, or which is the proprietary information of the City, or which is not publicly known. Contractor, its employees, agents, representatives, contractors and subcontractors shall hold the Information private and confidential, and shall not:

- (i) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City,
- (ii) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or

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(iii) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision survives termination of Contractor's duties to the City.

Section 18. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 19. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 20. Precedence. In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 21. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor related to the specific Scope of Work detailed herein, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 24. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than City and Contractor, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

## EXHIBIT A

### SCOPE OF WORK

#### 5-1 General Requirements

5-1.1. Contractor shall provide to the satisfaction of City, turnkey audio, visual, control and television production systems for City Hall. The project specifications and requirements include the following:

1. **Narrative**
2. **General Specifications**
3. **Equipment List – Major Components**
4. **Replacement Intent – Major Components**
5. **New Equipment Intent – Major Components**
6. **Equipment Cut Sheets – Major Components**
7. **Available As-Built Drawings**

5-1.2 Contractor must have designated staff onsite with experience with audio, visual, control and television production systems and experience with all other activities identified above. All onsite personnel must pass the Police Department's criminal background check prior to being granted access to City premises and systems.

5-1.3 **The Work of this Contract shall be completed between normally scheduled City Council and Commission meetings. City anticipates no more than 5 consecutive days (including weekends) be available for completion of on-site work. Contractor shall anticipate and schedule overtime and off-hours work in order to complete the Work of this Contract without impacting normally scheduled operations. The cost of all such works shall be included in the Lump Sum Base Bid.**

5-1.4 Activities which create noise, vibration, fumes or similar disruptions which are, in the opinion of the City's Representative, detrimental to the normal operations of the facility shall only be performed on off-hours, between the hours of 10:00 P.M. and 6:00 A.M. or as approved in advance by the City's representative.

5-1.5 Contractor shall control the conduct of its employees and preventing unwanted interaction with the City's staff, public or other individuals except those associated with the project.

5-1.6 Storage area will be limited and must be coordinated with City's representative.

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- 5-1.7 City will provide parking on an as-needed basis within the Rexford Drive Parking Structure.
- 5-1.8 Contractor will provide all temporary structures, measures, apparatus and services required to complete the Bid work.
- 5-1.9 All utility service and building system connections or required interruptions shall be coordinated in advance with City's representative.
- 5-1.10 Contractor shall apply for and obtain all required permits for the work from the Community Development Department. All City fees will be waived for this work.
- 5-1.11 Contractor shall have competent representative on the Project site at all times work is in progress. Contractor shall immediately replace any individual who fails to perform the duties required by the work, in the opinion of the City's representatives.
- 5-1.12 Rubbish, debris, waste, dust or surplus materials shall not be allowed to accumulate and shall be removed continuously and disposed of by the Contractor as the work progresses. The City may elect if required, upon written notice to the Contractor, to perform cleanup, the cost of which will be deducted from the contract amount.

**5-2 Proposed Implementation Plan**

- 5-2.1 Contractor shall detail an implementation plan that includes a timeline in line with the City's anticipated 4 - 6 week planning and implementation period, in the following chronological order:
  - 8. Contractor submittal of systems construction drawings
  - 9. Equipment and systems installation and configuration
  - 10. Systems commissioning and programming
  - 11. Equipment and systems testing
  - 12. Training

**5-3 Narrative**

**See attached Appendix A: Section 5-3 Narrative**

**5-4 General Specifications**

**See attached Appendix A-1: Section 5-4 General Specifications**

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**EXHIBIT B**

**COMPENSATION AND PAYMENT**

Contractor shall submit an itemized statement to City for its services performed as milestones for the project are completed. Invoices shall include documentation setting forth, in detail, a description of the services rendered and the equipment provided. City shall pay Contractor all undisputed amounts of such billing within thirty (30) days of receipt of the same.

PAYMENT MILESTONE (Due upon completion or receipt)	PERCENTAGE
Contract Execution / PO Issuance	20%
Delivery of Equipment	30%
Substantial Completion of Control Room, Council Chambers, Room-A, Studio 331	30%
Acceptance (Warranty)	10%
Training and Closeout Submittals	10%
<b>TOTAL:</b>	<b>100%</b>

Contingency funds authorized by City in writing for additional hardware, software, equipment or services shall be payable in full upon contract completion.



**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_