

Monte Verde St., between Ocean & 7th Avenues

Issued: February 15th

REQUEST FOR QUOTES ("RFQ") TO PROVIDE & INSTALL AUDIO, VIDEO AND CONTROL SYSTEMS FOR THE CARMEL CITY COUNCIL CHAMBERS

RFQ 16-17-11

The City of Carmel-by-the-Sea Information Services Division, invites responses to an RFQ to provide an audio, video and control system.

General Overview

Those interested in submitting a quote in response to this RFQ must attend a Responders Conference on Tuesday, February 28, 2017 at 11:00 a.m. at the Carmel City Council Chambers at City Hall, Monte Verde St., between Ocean & 7th Avenues, Carmel-by-the-Sea, CA 93921.

After attending the mandatory Responders Conference, those intending to submit a quote must submit a Letter
of Intent. The Letter of Intent must be received by the City Clerk at the address above, no later than Friday
March 3, 2017 at 2:00 p.m. No postmarks, faxes or emails will be accepted.

- After submitting a mandatory Letter of Intent, a quote submitted in response to this RFQ must be signed, dated, and received by the City Clerk at the address above, no later than the Closing Date, Tuesday, March 14, 2017 at 2:00 p.m.. No postmarks, faxes or emails will be accepted.
- One (1) original and four (4) <u>unbound copies</u> of each quote must be submitted and clearly labeled as RFQ 16-17-11.
- For additional information, and to obtain a copy of this RFQ, please contact Joel Staker, IT Manager, at (831) 620-2025.

Timeline

Release of RFQ – Wednesday, February 15, 2017

Mandatory Responders Conference – Tuesday, February 28, 2017 at 11:00 a.m.

Mandatory Letter of Intent Deadline – Friday, March 3, 2017 at 2:00 p.m.

Questions Deadline - Thursday, March 9, 2017 at 2:00 p.m.

Answers Deadline – Friday, March 10, 2017 at 2:00 p.m.

Response Submission Deadline, also known as the Closing Date – Tuesday, Mar 14, 2017 at 2:00 p.m.

Tentative Evaluation of Responses Completed – Thursday, March 30, 2017

Tentative Interview Date for Top Responders – To Be Announced

OVERVIEW

INTRODUCTION

The Information Services division of the City of Carmel-by-the-Sea ("City") invites responses to a Request for Quotes ("RFQ") to provide and install an audio, video and control systems to be used in the existing City of Carmelby-the-Sea City Hall Council Chambers.

The process for responding to this RFQ is as follows:

A. Responders Conference and Letter of Intent

Those intending to submit a Response are required to attend a Responders Conference. The Responders Conference will be held on Monday, February 28, 2017, at 11:00 a.m., at the City of Carmel-by-the-Sea City Hall at Eastside Monte Verde between Ocean & 7th Avenues, Carmel-by-the-Sea, CA 93921. Only those Responders who attend the Responders conference will have their Responses considered.

Responders Conference attendees interested in submitting a Response are required to submit a **sealed** Letter of Intent, **Exhibit E**, attached hereto and incorporated herein. The Letter of Intent must be received no later than Thursday, March 3, 2017at 2:00 p.m.

The Letter of Intent manifests intent to participate in the RFQ process, but does not compel submission of a Quote. However, only those Responders who attend the Responders Conference and submit a timely Letter of Intent, will have their Quote considered. No faxes or emails will be accepted.

The Letter of Intent must be received no later than Thursday, March 3, 2017at 2:00 p.m., at:

City Clerk P.O. Box CC Carmel-by-the-Sea, CA 93921

B. Submission of Responses

ONE original and Four (4) copies of your Response are required.

All Postal Service Responses shall be delivered to:

City Clerk, P.O. Box CC, Carmel-by-the-Sea, CA 93921.

All non-Postal service responses use:

Carmel-by-the-Sea City Hall Monte Verde St., between Ocean & 7th Avenues Carmel-by-the-Sea, CA 93921

All Responses must be clearly labeled as Responses to RFQ 16-17-11.

All Responses must be received before 2:00 p.m. on Mar 14, 2017. Responses received after 2:00 p.m. on Mar 14, 2017 will not be considered. Mailed Responses not received before 2:00 p.m. on Mar 14, 2017will not be considered, even if postmarked before 2:00 p.m. Faxed and emailed Responses will not be accepted.

Please feel free to attach additional pages of specifications regarding your equipment/product, or pages with additional relevant information, to your signed Response, which must be clearly labeled as a Response to RFQ 16-17-11.

For additional information please contact:

City of Carmel-by-the-Sea Attention: Joel Staker Information Services P.O. Box CC Carmel-by-the-Sea, CA 93921

C. Compliance with State Law:

PREVAILING WAGE

The work hereunder constitutes a "public work" as defined in Chapter 1, Part 7, Division 2 of the California Labor Code, and Contractor shall cause the work to be performed as a "public work" in accordance with such Chapter of the California Labor Code. The Contractor declares under penalty of perjury that the Bid Proposal price is in accordance with the prevailing hourly rate of the per diem wages for this locality (Area 2) pursuant to Labor Code Section 1771.

LIST OF SUBCONTRACTORS

The Prime Contractor shall include with the Bid Proposal the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement contained within the Proposal. The Prime Contractor shall list only one subcontractor for each portion of work as is defined by the prime contractor in his/her bid.

REGISTRATION

The work hereunder constitutes a "public work" as defined in Section 1101 of the California Public Contract Code and California Labor Code Section 1720. As such, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. QUOTE FORMAT & CONTENT

- 1. Each quote must include the following:
 - a. A Responder Information form, Exhibit F.
 - b. A schedule/timeline for the implementation of each element of the services to be provided as identified in the Proposal.
 - c. A price list totaling all materials to be used.
 - d. A price list totaling all hours to complete the job.
 - e. Copies of insurance policies, binders, or certificates evidencing the following insurance coverage:
 - (1) Comprehensive general liability (including auto and non-owned auto, bodily injury and property damage): \$1,000,000 combined single limit; and
 - (2) Workers' Compensation: Statutory levels

CONTRACT INFORMATION

A. If the City chooses to fund and proceed with the audio, video and control systems, it will enter into a Contract with the selected Responder. The City intends to use its standard Professional Services Agreement (PSA), attached to this RFP as **Exhibit D** as a template for the Contract. Certain terms of the City's standard PSA template are subject to negation and completion once the successful Responder(s) is/are selected. The City may, in its sole discretion, agree to modify a term that is otherwise not subject to negotiation.

Exhibit A

City of Carmel-by-the-Sea

Information Services Division

TERMS AND CONDITIONS OF REQUESTS FOR QUOTES

The following terms and conditions (the "Terms and Conditions") apply to solicitations by the City of Carmel-by-the-Sea, Information Services ("City"), for Requests for Quotes (an "RFQ").

For the purposes of these Terms and Conditions, an RFQ is an invitation by the City for the provision of particular service(s) or product(s), including the price thereof, meeting specific criteria. The primary focus of an RFQ is upon the price a person/entity submitting a response (the "Responder") proposes to charge for the particular service or product the City desires. While the price is a primary factor, it is not the only factor and the City is not required to enter into a contract/agreement with the particular Responder who submits the lowest price.

1. RESPONSES TO RFO's.

Responses to RFQ's ("Responses"), modifications, and requests for withdrawal thereof, received after the deadline for receipt of the Response will not be considered. Telephoned Responses or those sent by facsimile ("FAX") or email will not be accepted.

Responses shall be written in ink, typewritten, or written using a word processing program/printer. Prior to submitting a Response, mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the Response.

Prices proposed in an RFQ shall include all costs of packing and of transportation to the delivery point or points indicated in the RFQ, including applicable sales and use taxes, unless otherwise specified. Unless stated otherwise in the RFQ, a Response may be tendered for any item or group of items, or portion thereof, of the service(s) or product(s) specified in the RFQ. Unit prices, a total price for each group of units, and a grand total may also be provided in the Response, depending upon the specifications of the RFQ. In case of a conflict between a unit price and the total price(s), or the grand total, the unit price, multiplied by the number of units to be provided, will govern. Unless stated otherwise in the RFQ, a Response may be tendered for any one service or one product, or group of services or products, or portion thereof, of the service(s) or product(s) specified in the RFQ, or for all the services or products sought by the City.

When a particular brand or make of a product is specified in an RFQ, an "equal" brand or make will be considered by the City. However, in such cases, the Responder must establish that the alternate brand or make is equal to or better than the specified brand or make, and indicate the brand name, model, and catalog number of each item listed as an alternative. Unless otherwise indicated in the Response, the brand or make specified in the RFQ shall be furnished if the RFQ is accepted by the City and a contract/agreement between the Responder and the City is executed.

The time, date, and location for delivery of the service(s) or product(s) shall be as specified in the RFQ or the contract/agreement between the Responder and the City. Delivery time, if stated in days,

includes Saturdays, Sundays, and holidays. Responder may propose in the Response alternate times, dates, and locations for delivery of the service(s) or product(s) for the City's consideration.

Samples of products, when required by the specifications of the RFQ, must be submitted within the time specified and at no expense to the City. If not destroyed by testing, or if not required for the purpose of inspecting deliveries during the term of the contract/agreement between the Responder and the City, samples will be returned to the Responder at the City's expense.

The services and products described in a Response must conform to the safety orders of the State of California, Division of Industrial Safety and with all applicable federal, state, and local laws, ordinances, regulations, rules and policies. Only current product models as offered by manufacturers will be accepted. All products offered must be new and unused unless otherwise specified in the RFQ.

2. EVALUATION AND SELECTION PROCESS

Unless otherwise stated in the specifications for the RFQ, an evaluation panel, made up of persons selected by the Carmel-by-the-Sea IT Manager (or designee), will review and rank each response. Reviewed and ranked criteria may include but are not limited to:

- 1. The price identified for the service(s) or product(s).
- 2. The clarity, conciseness, and completeness of the response.
- 3. Satisfaction of the identified specifications for the service(s) or product(s).
- 4. The quality and reputation of the service(s) or product(s) and of the Responder.
- 5. Such other factors as the evaluation panel may deem appropriate based upon a review of the responses submitted.

After the evaluation panel has ranked the Responders, the City may enter into negotiations with the top ranked Responder regarding the terms and conditions of a contract for the provision of the requested service(s) and product(s); or the City may, in its sole discretion, elect to reject all submitted Responses and terminate the RFQ process.

If an agreement to enter into a Contract cannot be reached with the highest ranked Responder, then the negotiations with that Responder will be terminated. Negotiations will then be opened with the next ranked Responder and the process repeated, or the City may elect to reject all submitted Proposals. In any event, once negotiations with a particular Responder are terminated, the City will not reopen negotiations with that Responder.

3. RESERVATIONS.

Notwithstanding any other provisions, the City reserves the right, in its sole discretion, to accept or reject any or all Responses, or any part thereof; to reject any Response for failure to submit the Response in conformity with the requirements of the RFQ and these Terms and Conditions; and to waive informalities and irregularities in a Response, if deemed to be in the best interest of the City. The City reserves the right to cancel this RFQ process at any time.

In addition, the City reserves the right to waive any deviations from the requirements or specifications of an RFQ that are included in any Response.

Solicitation of an RFQ does not commit the City to finalize any contract/agreement with a particular Responder, to pay any costs associated with the preparation of any Response, and/or to enter into a contract/agreement with the Responder submitting the least costly Response. The City reserves the right to enter into negotiations with, and to finalize a contract and its terms with, the Responder that, in the sole discretion of the City, submits the Response that is in the best interests of the City.

4. VALID CONTRACT.

Receipt of an Official Purchase Order of the City of Carmel-by-the-Sea covering the supplies, materials, equipment, or services as described in the Response to an RFQ will indicate acceptance of the Response and will constitute a contract to purchase (unless a separate contract or agreement is otherwise entered into between the Responder and the City).

5. DISQUALIFICATION.

Unless a Responder provides all the information requested in the RFQ, the Response may, at the sole discretion of the City, be disregarded and given no consideration. Any Responder who attempts to influence the RFQ process by interfering or colluding with other Responders and/or with any City officer, employee, or agent; or who deviates from the RFQ process as set forth in the requirements of the RFQ and/or in these Terms and Conditions, may be disqualified at any time from further participation in the RFQ process. Responders are specifically directed not to contact any person other than the designated City contact person listed in this RFQ for meetings, conferences, information, or technical discussions related to this RFQ. Failure to comply with the preceding sentence may result in a Responder being disqualified from this RFQ process. No questions regarding this RFQ will be answered by other City staff. The RFQ process shall extend until the date stated on the City's written notice of intent to award a contract or the date stated on the City's written notice of cancellation of the RFQ process that will be issued to Responders.

6. RETENTION OF RESPONSES/PUBLIC RECORD.

All Responses shall become the sole property of the City. The City reserves the right to use any ideas in a Response regardless of whether that Responder is selected to enter into a contract/agreement with the City. At such time as a Responder is selected and a contract/agreement is finally negotiated, all Responses and related documents become a matter of public record, with the exception of those parts of each Response which are clearly designated by the Responder as business or trade secrets and marked as "confidential" or "proprietary." The City, however, shall not in any way be liable or responsible in connection with the City's disclosure of any Response or any part thereof, if disclosure is required by the California Public Records Act (Gov. Code, §6250 et seq.) or pursuant to law or legal process. By submitting a Response, the Responder agrees to save, defend, keep, hold harmless, and fully indemnify the City of Carmel-by-the-Sea, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise for not disclosing a business or trade secret pursuant to the California Public Records Act.

7. PROTESTS.

The City will consider any protest or objection regarding the award of a contract/agreement pursuant to the RFQ, provided that it is submitted in writing and received by the City contact person listed in

this RFQ within 10 calendar days of the date stated on the City's written notice of intent to award a contract issued to Responders. Mailed objections not received before the deadline will not be considered, even if postmarked before the deadline. The City's determination with respect to any protest shall be in the City's sole discretion and shall be final and conclusive.

8. COMPLIANCE WITH REQUIREMENTS OF RFO.

Any Responder submitting a Response to an RFQ understands and agrees that his/her/its submitted Response shall constitute acknowledgment and acceptance of, and intent to comply with, all these Terms and Conditions and the requirements of the RFQ. The determination of the compliance with these Terms and Conditions and the requirements of the RFQ shall be in the City's sole judgment and shall be final and conclusive.

9. CITY NOT RESPONSIBLE FOR COSTS OF PREPARATION

The City shall not be liable for any costs of work performed in the preparation and production of a Response, or for any work performed prior to the formal execution of a contract/agreement between a Responder and the City. By submitting a Response, the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of these Terms and Conditions and the requirements of the RFQ, or because of any misinformation or lack of information

City of Carmel-by-the-Sea

Information Services Division

Exhibit B - Specifications

RELATED DOCUMENTS:

This document and the associated drawing sheets AV0.0 through AV1.3, Exhibit C, attached hereto and incorporated herein, form the complete design and specifications for the Audio, Video and Control Systems for the project.

PROJECT OVERVIEW

- A. This document describes the products and execution requirements relating to furnishing and installing complete audio/video/control and broadcast systems for the City of Carmel-by-the-Sea City Council Chambers located in City Hall on Monte Verde Street, City of Carmel-by-the-Sea, CA.
- B. Conduits and/or other pathways for all required cables have been established or discovered in support of the original AV installation. However, the AV contractor is responsible for proper support of cables not enclosed in conduits or cable trays with approved J hooks or other approved fasteners spaced no greater than 48". No cables shall be installed directly on ceilings or in any other manner except bundled and properly supported against walls or other vertical or horizontal structural members or installed in surface raceway where exposed. All cables shall be installed by the AV Contractor. The Owner shall be responsible for any penetrations in walls or casework in support of AV wiring.
- C. Contractor shall field verify that all needed pathway (size and quantity), electrical requirements (number of outlets, type of outlets and dedicated power as required) are installed.
- D. Cables not in conduits and installed in plenum rated ceiling spaces shall be appropriately rated.
- E. Due to the construction schedule, the installation time for this contract will be limited. The installing contractor should assume there would be no more than 30 calendar days to complete the entire scope of work.

1.1 ADMINISTRATIVE REQUIREMENTS/APPROVED CONTRACTOR

- A. The AV Contractor shall hold a California C7 Contractor's License or higher and provide documentation of same.
- B. The AV Contractor shall have its primary place of business located in the State of California and provide documentation of same.
- C. The AV contractor shall have been actively engaged in the installation of projects similar in scope and size for a minimum period of 5 years.
- D. The AV contractor shall be an active member of ICIA, NSCA, NAB, BICSI and/or other similar industry recognized organizations, and provide documentation of same.
- E. The assigned Project Manager and on-site Installation Supervisor shall hold CTS, NICET or other similar industry recognized certification, and provide documentation of same.
- F. Subcontractors will be allowed provided they comprise no more than 20% of the on-site work force and are under the direct supervision of the Project Manager or Installation Supervisor.
- G. The AV contractor shall be a factory direct dealer for, or establish an equivalent relationship with, the major equipment specified herein, suitable to carry out warranty administration and post warranty repair.
- H. Specifically with regard to the Crestron Digital Matrix System specified herein, the AV Contractor must have achieved Crestron DMC-D & DMC-T certification for installing technicians, and DMC-E for the commissioning technician, and provide documentation of same.
- I. The AV Contractor shall have installed a system or systems based on the Crestron DM system as outlined in these specifications and drawings within the last two (2) years, and provide evidence of same.
- J. The AV Contractor shall be able to respond to a request for service both during the one-year system warranty period and thereafter, within forty-eight (48) hours, Monday through Friday. This response time shall be measured from the time of the initial request until the service technician arrives on site.

1.2 WORK INCLUDED

- A. The work included in this specification consists of furnishing all labor, equipment, materials and supplies, and performing all operations necessary to complete the installation of integrated audio/video/control and broadcast systems as described herein. All existing equipment not used in the new upgrade shall be removed and turned over to the Owner. The contractor shall furnish all equipment and materials required for fully functional systems that meet the operational specifications herein whether or not specifically listed in the Major Equipment List on drawing sheet AV0.0. In other words, complete and fully operational systems. In any instanced of a discrepancy between the Major Equipment List and the drawings, the drawings shall prevail.
- B. The work shall include, but not be limited to the following:
 - 1. Furnish and install all required wiring cables and patch cords.
 - 2. Furnish and install all wall plates, interface panels, jacks, etc.
 - 3. Terminate all wiring and cabling with required connectors.
 - 4. Furnish and install all equipment racks (U.O.N)
 - 5. Install all displays with AV Contractor provided wall mounts.
 - 6. Furnish and install all specified equipment.
 - 7. Furnish any other material required to form complete systems.
 - 8. Perform software programming and debugging.
 - 9. Permanently label all wiring and cabling at both ends.
 - 10. Perform continuity and signal integrity tests on all wiring.

- 11. Demonstrate system functionality to Owner & consultant prior to acceptance.
- 12. Provide documentation in printed and electronic formats showing interconnection diagrams, cable labeling and touch panel screens.
- 13. Provide all equipment programming code in fully editable and executable electronic format and turn over ownership of this code to the Owner via a written letter of transfer
- 14. Provide the minimum owner training hours as described below.

1.3 SYSTEM DESCRIPTION

A. COUNCIL CHAMBERS AV PRESENTATION AND CONTROL SYSTEM

- 1. This system is intended to provide Dais member speech reinforcement, general AV Presentation functions and audio/video for new and existing streaming and broadcast feeds.
- 2. Dais member microphones shall be equipped with mute buttons on their respective microphones that can be overridden from the Clerk's touch panel/monitor.
- 3. Laptop inputs shall be provided at the Lectern via an umbilical cable from the dais for connection of analog and digital laptop video and audio.
- 4. All dais video monitors (MON1-7) shall provide a duplicate of the presentation content.
- 5. Wireless presentation shall be accommodated so presenters may use tablets, laptops or smart phones without a physical connection.
- 6. The touch panel/monitor at the Clerk's position shall provide control of appropriate functions as described further below and in the drawings.
- 7. All dais monitors shall be installed using the monitors' provided mounts.
- 8. Wireless remote control shall be provided through the use of a WiFi enabled tablet (OFE) whose GUI replicates the required presentation and control system functions.
- 9. System control shall also be provided for use from any network connected PC using the Crestron X-panel option.
- 10. Existing microphones shall be installed onto new bases with mute buttons in place of the existing bases.
- 11. Audio to the new distributed ceiling speakers shall provide speech reinforcement and program audio to the audience.
- 12. A new wireless microphone shall be provided for use by presenters and audience members.
- 13. The existing projector shall be connected to the new system and its lens adjusted to throw an image sufficient to fill the new screen without geometric distortion.
- 14. A new motorized screen shall be installed in place of the existing manual screen.
- 15. The Clerk's touch panel shall display and allow control of the presentation timer.
- 16. The Clerk's touch panel shall control the selection of any presentation source, the presentation timer, and control all dais microphones and program audio levels.
- 17. The presentation sources are Clerk's PC, Lectern laptop, wireless tablet/smartphone and document camera.
- 18. A small touch panel shall be installed near the lectern on the dais cap for simplified control of the system for presentations when the Clerk is not present.
- 19. See the system functional description and preliminary touch panel/monitor functions described below.
- 20. AV Contractor shall meet with the Consultant and Owner in a collaborative effort

to establish the exact design and content of touch panel/monitor pages.

1.4 COUNCIL CHAMBERS AV PRESENTATION SYSTEM; DETAILED SYSTEM FUNCTIONAL DESCRIPTION AND PRELIMINARY TOUCH PANEL/MONITOR FUNCTIONS

All touch panel/monitors and dais monitors will display the City Seal as the home page and touch panel/monitors shall have a common button layout such that basic navigation functions such as the HOME, BACK buttons etc. will always be located in the same place on the screen and function in the same manner. (Refer to drawings for referenced device names.)

- 1. TP1 is located near the lectern on the dais cap and is provided for a presenter to power- up/down the system, source selection and volume control when the Clerk is not present.
- 2. TPMON1 is the clerk's combination touch panel/monitor. It is a 20" (diagonal) LCD monitor with touch panel functions that will be mounted to the specified adjustable mount.
- 3. Separate buttons shall be provided to turn on the projector and drop the screen if AV presentation is called for. A video mute button shall also be provided such that the projector is forced to shutter its lens and not produce any output while keeping it on and ready when needed, thereby avoiding the necessary warm—up period. Alternatively, the City Seal may be displayed instead.
- 4. When a source is selected to display on the Clerk's touch panel/monitor, it first appears in a preview window to insure whatever is to be presented is properly configured & appropriate to display to the audience, be recorded and/or streamed. Once done, a TAKE button shall forward the image to the projector, to all the dais monitors, the lobby TV/monitor and to the broadcast system.
- 5. The Clerk's touch panel/monitor shall also allow for display of the Clerk's rack mounted PC with control through a wireless keyboard and mouse.
- 6. A separate Audio Control page shall provide full control of each individual dais mic level, wireless mic level & program audio level with mute controls and bar-graph level displays so the sound can be tailored to suit the individual speaking styles of the dais members. This information shall be displayed as a graphic representation of the Dais such that mic controls are related to the individual seating positions.
- 7. The Audio System shall function in an "auto mix" configuration such that mic audio levels will try to be maintained over a large speaker-to-mic distance range. However, in extreme cases of soft speakers or great distances from the mic, the mic level controls provided on the Clerk's touch panel/monitor shall allow adjustment of each individual mic level.
- 8. A presentation timer function shall be incorporated into the system and be controlled by the Clerk's touch panel/monitor. It shall display the timer on all dais monitors.
- 9. Lamp life and other service information shall be harvested from the projector and displayed on a separate service page on the Clerk's touch panel/monitor.
- 10. An advisory email shall be generated and sent to a specified Owner address when the projector lamp life reaches 80% of maximum.

1.5 BROADCAST SYSTEM; DETAILED SYSTEM FUNCTIONAL DESCRIPTION AND PRELIMINARY TOUCH PANEL/MONITOR FUNCTIONS

- 1. The Broadcast system is located in a basement room and is controlled by operators during Council meetings.
- Recording onto existing DVD recorders and streaming/broadcast feeds are generated here along with LSG (lower screen graphics) via an Owner furnished PC connected to the camera switcher's downstream keyer input.

- 3. The Chambers AV system shall provide a video feed to the broadcast system that is a duplicate of what the Clerk has selected for presentation.
- 4. Four (4) new PTZ cameras shall be installed where specified in the Chamber and connected to the new camera CCUs and thence to the camera switcher.
- 5. The camera switcher's multi-view monitor (MVMON1) shall display the raw camera images, a preview and a program video window.
- 6. Individual and separate mic feeds shall be provided from the audio DSP processor so mic and program audio levels can be controlled independently from the house speaker feeds controlled by the clerk.
- 7. TPMON2 in the broadcast console shall allow individual control of each dais, lectern and wireless mic and program audio using bar-graphs with mute buttons.
- 8. Additionally, this touch panel/monitor shall be used as a final program video confidence monitor that reflects exactly what is being sent to the streaming and broadcast feeds.
- 9. Remote control of all broadcast functions shall be facilitated via a web browser interface using the control system's x-panel capability.

2.0 SUBMITTALS

- A. Prior to the start of work, the AV Contractor shall:
 - 1. Provide the names, resumes and contact telephone numbers of the assigned Project Manager and Installation Supervisor.
 - 2. Provide a timeline schedule of the proposed workflow with major target milestone dates
- B. Work shall not proceed without approval of the above items from the Owner.
- C. The AV Contractor shall request approval from the Owner for any proposed substitution of equipment or materials unless substitution is specifically allowed in the specification.
- D. Equipment specification cut-sheets shall be provided in pdf format on three (3) each CD ROMs or DVDs within three (3) weeks of award of Contract or Notice to Proceed.
- E. Three (3) each sets of one-line wiring diagrams on individual disks in electronic pdf format equivalent in size to the original specification drawings shall be provided within three (3) weeks of award of Contract or Notice to Proceed.

2.1 DELIVERY, STORAGE AND HANDLING

- A. Delivery and receipt of products shall be at the site described in the Scope Section.
- B. Coordination with the Owner will be required in order to comply with Owner's security policies.
- C. Wire, cable and equipment shall be stored according to manufacturer's recommendations as a minimum. In addition, cable and equipment must be stored in a location protected from vandalism and weather. If necessary, cable and equipment shall be stored off site at the contractor's expense.
- D. If the AV Contractor wishes to have a storage trailer on site, arrangements shall be made with the Owner or Owner representative.

2.2 TECHNOLOGY DOCUMENTATION

A. It shall be understood that the electrical signal details and drawings provided with the specification package are diagrammatic. They are provided to show the intent of the specification and to aid the AV Contractor in submitting a bid. The AV Contractor shall make allowance in the proposal to cover whatever work is required to comply with the intent of the

- specifications.
- B. The AV Contractor shall verify all dimensions at the site and be responsible for their accuracy.
- C. Prior to submitting the proposal, the AV Contractor shall call to the attention of the Owner, any equipment or material the AV Contractor believes to be inadequate and to any necessary items of work omitted.

3.0 PRODUCTS

3.1 EQUIVALENT PRODUCTS

- A. The equipment manufacturers and models for the systems and subsystems listed here are valid for the design as described in the specification and depicted in the drawings. No alternate designs will be allowed. Substitution of items on the Major Equipment List will not be permitted without advance and specific approval of the Owner or Owner representative.
- B. Cabling and connector requirements are based on the following manufacturer's part numbers and serve to establish a minimum quality level. Equivalent or better manufacturer substitution will be allowed provided the specifications are not compromised in any way.

C. Cables/connectors shall be as follows:

1) Mic/line level shielded audio West Penn 292 or equal 2) Speaker level audio (program audio) West Penn 224 or equal 3) Speaker level audio (speech audio) West Penn 228 or equal 4) Relay, I/R & RS232 control West Penn 292 or equal 5) RGBHV video (field wiring) Extron M59-5 or equal 6) RGBHV video (rack wiring) Extron MHR-5 or equal RGBHV twisted pair video Extron UTP23SF-4 or equal 7) 8) Composite video Extron RG59 or equal 9) S-video Extron MHR-2 or equal Extron RG59 or equal 10) SD/HD-SDI digital video CresNet control Crestron CresNet cable 11) 12) CresNet DM Crestron CresNet DM (no substitute) 13) Digital Media Crestron DM (no substitute) 14) Digital Media 8G Crestron DM 8G or CAT6 (no substitute) XLR, RCA, 1/4" & 3.5mm TRS 15) Neutrik

4.0 EXECUTION

16) F connectors

- A. Install equipment racks where indicated in the drawings. (U.O.N)
- B. Install all field wiring per the drawings and terminate as required.
- C. Coordinate with the Owner and install all Dais and Clerk equipment.
- D. Install the new screen where indicated ensuring the projector is aligned with the screen center line.

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- E. Install the DM Receivers/Room Controllers at each touch panel/monitor, projector and lobby TV/Monitor.
- F. Install the touch panel/monitors where indicated on the drawings.
- G. Connect all other source and control equipment specified in the drawings.

- H. Commission the Crestron DM system according to the manufacturer's protocol.
- I. Program the touch panels as described above and approved by the Consultant and Owner based on the collaborative meeting.
- J. Touch panel pages shall be designed to present consistent and unambiguous functionality using Owner provided graphics for the home page and dynamic graphical button images for all appropriate functions.
- K. Separate pages shall be provided for logically separated functions with password protected pages reserved for more advanced functions accessible to authorized personnel only.
- L. Perform acoustic equalization for both speech and program audio content so that frequency response in the audience area is as flat and intelligible as possible.
- M. The AV Contractor shall establish a uniform cable labeling scheme and apply mechanically printed labels with clear overwrap within 6" of each cable end. Cable labeling shall be transferred to field drawings for inclusion in "AS BUILT" drawings.
- N. All other equipment shown on the drawings shall be installed where indicated and wired to the rack equipment.
- O. The AV Contractor shall include allowance for three (3) site visits for adjustment of the AV Systems including control system and touch panel page edits during the first six (6) months after system acceptance based on the owner's actual use experience.
- P. These visits shall be provided at no additional cost to the owner.
- Q. The AV Contractor shall attend the first Council meeting after system commissioning and Owner training to observe that the system functions as intended and assist the Owner with any functional difficulties.

5.0 TRAINING

A. A/V Contractor shall provide a minimum of four (4) hours operational and maintenance training on all equipment.

6.0 PERFORMANCE STANDARDS

- A. Audio Signal:
 - 1) Signal-to-Noise ratio (including crosstalk): 70 dB minimum.
 - 2) Total Harmonic Distortion: 1% maximum from 30 Hz. To 15 kHz.
 - 3) Frequency Response: +/- 0.5 dB, 20 Hz to 20 kHz.
- B. Audio Reproduction:
 - 1. Signal-to-Noise ratio (including crosstalk): 55 dB minimum.
 - 2. Total Harmonic Distortion: 1% maximum from 30 Hz. To 15 kHz.
 - 3. Frequency Response:
 - a. Speech reinforcement loudspeakers, 4" or 6" dia.: +/- 1 dB 100 Hz to 2.5 kHz rolling off at 6 dB/octave from 125 Hz to 80 Hz and at 2 dB/octave above 2.5 kHz as measured on axis of loudspeaker.
 - b. Speech reinforcement loudspeakers, 8" or 12" dia.: +/- 1.5 dB 125 Hz to 2.5 kHz rolling off at 6 dB/octave from 100 Hz to 63 Hz and at 2 dB/octave above 2.5 kHz as measured on axis of loudspeaker.
 - c. Program reproduction loudspeakers: +/- 2 dB, 63 Hz to 6 kHz decreasing uniformly from a relative level of 0 dB at 6 Hz to a relative level -5 dB at 20 kHz as measured on axis of loudspeaker.
 - 4. Speech Reinforcement Sound Output Capability: Provide program levels of at least 96 dB and speech reinforcement levels of at least 85 dB everywhere in the seating area

- without objectionable distortion, rattles or buzzes. Use several different sample of recorded music as test signals. Test microphones at each input.
- 5. Hum and Noise: Hum and noise shall be inaudible under normal conditions from anywhere in the seating area.
- C. Analog Video Signal:
- 1. Signal-to-noise ratio (peak to RMS) unweighted DC to 5.5 MHz: 55 dB minimum.
 - a. Crosstalk unweighted DC to 5.5 MHz: 45 dB minimum.
 - b. Line and Field tilt: 2% maximum.
 - c. Differential Gain: 3% maximum.
 - d. Differential Phase: 2 degree maximum.
- D. Computer and Digital Video Signals.
- A. Correct DDC and/or EDID communication and recognition.
- B. HDCP compliance for HDMI and DVI signal paths.
- C. Sufficient digital signal "eye pattern" quality to insure no image stutter or blocking.
- E. Video Timing:
 - 1. System Timing: Sync coincidence within 50 nanoseconds.
 - 2. Color Timing: Within 2 degrees at 3.58 MHz.
- F. Optical Performance:
 - 1. The total average light output from a projector in lumens shall be +/- 5% of that specified by the manufacturer.
 - 2. The light fall-off from the center of the projected image to the four corners as measured at the projected image plane, shall not exceed 50%.
 - 3. Projectors, lenses and mirrors shall be solidly mounted and braced so that no movement induced by motor vibration or other mechanical equipment is observed in the image.

7.0 TESTING AND ACCEPTANCE

- A. Upon completion of installation, and prior to final acceptance by the Owner, the AV Contractor shall demonstrate to the satisfaction of the Consultant and the Owner, the full operational functionality of all systems and sub-systems installed.
- B. Qualitative performance tests may include, but not be limited to, audio residual hum, noise & distortion; video signal hum, noise, sync quality and color fidelity; channel balance and leakage ingress.
- C. Test equipment required for these tests shall be supplied by the contractor and coordinated in advance with the Consultant.
- D. This shall not preclude the consultant from utilizing his own test equipment to confirm measurement results.
- E. Punch list items must be resolved prior to final acceptance.

8.0 AS-BUILT DOCUMENTATION

A. Three (3) copies of manufacturers' equipment manuals, operational instructions, wiring

- diagrams indicating cable labeling and location, and copies of graphic control panel screen shots and functional descriptions, shall be provided bound in 3 ring binders.
- B. Electronic documentation in AutoCAD 2010 or later format shall also be included on CD ROM or DVD disks, and located within the binders in appropriate media carriers.
- C. Electronic documentation of all record set drawings in Adobe Acrobat PDF format, version 5 or later format shall also be included on CD ROM or DVD disks, and located within the binders in appropriate media carriers.
- D. Binders shall be labeled on the front cover and the spine with the project name, acceptance date and Contractors name, address and service contact phone number.
- E. This documentation is to be delivered to the Consultant for approval prior to hand over to the Owner.
- F. AV Contractor shall make corrections or adjustments to the documentation as specified by the Consultant in a timely manner.

9.0 WARRANTY

- A. The AV Contractor shall provide a written statement of installed system warranty covering the entire installation.
- B. The period of installed system warranty shall be one (1) year from date of acceptance.
- C. This warranty is in addition to any manufacturer's equipment warranty that may extend beyond this period.
- D. The AV Contractor shall be responsible for the administration of these equipment warranties so long as they are in force.
- E. This warranty shall include the cost of travel to and from the project location and the removal and replacement of covered equipment during the equipment warranty period, or any item covered under the installed system warranty.

END OF SPECIFICATION SECTION

Exhibit C
City of Carmel-by-the-Sea
Information Services Division

Technical Drawings

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A A A A A A A A A A A A A A A A A A A	SPKR1-6 AMP1 TMR1 TMRIF1 MON1-7 DMRMC2 HDMIDA1 TPMON1	CRESTRON MP-AMP40-70V AUDIO POWER AMPLIFIER PRESENTATION TIMER SYSTEM: DSAN PRO-2000T PRESENTATION TIMER DSAN TP-2000X LIMIT TIMER TP INTERFACE DAIS DISPLAY SYSTEM: HP ELITE DISPLAY E222 22" LCD MONITOR CRESTRON DM-RMC-4K-SCALER-C DM RECEIVER CRESTRON HD-DA8-4K-E 1X8 HDMI DA HDMI CABLES FOR ABOVE (VARIOUS LENGTH) CLERK SYSTEM:
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A A A A A A	TMRIF1 MON1-7 DMRMC2 HDMIDA1 TPMON1	DSAN TP-2000X LIMIT TIMER TP INTERFACE DAIS DISPLAY SYSTEM: HP ELITE DISPLAY E222 22" LCD MONITOR CRESTRON DM-RMC-4K-SCALER-C DM RECEIVER CRESTRON HD-DA8-4K-E 1X8 HDMI DA HDMI CABLES FOR ABOVE (VARIOUS LENGTH) CLERK SYSTEM:
A A A A A A	MON1-7 DMRMC2 HDMIDA1 TPMON1	DAIS DISPLAY SYSTEM: HP ELITE DISPLAY E222 22" LCD MONITOR CRESTRON DM-RMC-4K-SCALER-C DM RECEIVER CRESTRON HD-DA8-4K-E 1X8 HDMI DA HDMI CABLES FOR ABOVE (VARIOUS LENGTH) CLERK SYSTEM:
A A A A A A	DMRMC2 HDMIDA1 TPMON1	HP ELITE DISPLAY E222 22" LCD MONITOR CRESTRON DM-RMC-4K-SCALER-C DM RECEIVER CRESTRON HD-DA8-4K-E 1X8 HDMI DA HDMI CABLES FOR ABOVE (VARIOUS LENGTH) CLERK SYSTEM:
A A A A A	HDMIDA1	CRESTRON HD-DA8-4K-E 1X8 HDMI DA HDMI CABLES FOR ABOVE (VARIOUS LENGTH) CLERK SYSTEM:
A A A A	TPMON1	HDMI CABLES FOR ABOVE (VARIOUS LENGTH) CLERK SYSTEM:
A A A		CLERK SYSTEM:
A A A		
A A	DGE1	CRESTRON 13D-2020 20 TOOCH FANEL MONITOR
ĒA.	DGF1	ERGOMART SL102-LIMBO ADJUSTABLE MONITOR MOUNT FOR ABOVE
		CRESTRON DM-DGE-200-C GRAPHICS PROCESSOR FOR ABOVE
-/~.	PC1	SUPERLOGICS SL-2U-J1900M-GD 2R/U RACK MOUNT PC w/DVD PLAYER MICROSOFT WINDOWS 10 64 BIT OS FOR ABOVE
ĒA.		LOGITECH MX800 WIRELESS KEYBOARD/MOUSE FOR ABOVE
EA.	USBEXT1A	CRESTRON USB-EXT-DM-LOCAL USB EXTENDER
EA.	USBEXT1B	CRESTRON USB-EXT-DM-REMOTE USB EXTENDER
- ^	TD4	LECTERN SYSTEM:
EA. EA.	TP1	CRESTRON TSW-560 5" TOUCH PANEL CRESTRON TSW-560-TTK TABLE-TOP MOUNT FOR ABOVE
-Λ. ΕΑ.	AVSWR1	CRESTRON DM-TX-4K-302-C MULTI-INPUT DM TRANSMITTER
EA.	ENETSW2, 3	CRESTRON CEN-SW-POE5 5 PORT ETHERNET SWITCH
EA.	DOCCAM1	AVER F70W DOCUMENT CAMERA
ĒA.	TVMON1	LOBBY MONITOR: VIZIO D32hn-E1 32" LCD TV/MONITOR
-A EA	TVIVICINT	CHIEF TS118SU ARTICULATING WALL MOUNT FOR ABOVE
ĒA.	DMRMC3	CRESTRON DM-RMC-4K-SCALER-C 8G+ RECEIVER
		MISC. HARDWARE, CABLES, ETC.:
A.	RACK1	BROADCAST CONTROL ROOM RACK (EXISTING)
A. A.	UPS1 PWRSEQ1	MAP UPS-S1000R RACK MOUNT UPS MAP PDS-615R RACK MOUNT POWER SEQUENCER
OT	i VVINOLU(I	MISC. CABLE, CONNECTORS, HARDWARE, ETC.
-		BROADCAST SYSTEM
Τ	DWNG.	BILL OF MATERIALS
NIT	REF.	DESCRIPTION
	D	CAMERAS:
ĒA.	PTZCAM1-4	VADDIO 999-6987-000 CLEARVIEW HD-20SE QCCU PTZ CAMERA SYSTEM
ĒA.	CAMSWR1	CAMERA/VIDEO SWITCHER: VADDIO 999-5655-000 PRODUCTIONVIEW HD-SDI MV CAMERA SWITCHER
EA.	MVMON1	VADDIO 999-5655-000 PRODUCTION VIEW HD-SDI MV CAMERA SWITCHER VADDIO 999-5520-022 TELETOUCH 22" MULTI-VIEW MONITOR
		DVD RECORDING SYSTEM:
A.	CNVRTR4	ATLONA AT-HD350 HDMI TO COMPOSITE VIDEO CONVERTER
EA.	HDMIDA1	CRESTRON HD-DA4-4K-E 1X4 HDMI DA
A. A.	,	E-MORE HDMI TO COMPONENT VIDEO CONVERTER CRESTRON HD-SCALER-HD-E HDMI AUDIO EMBEDDER
A.	AUDEMBEDT AVDA1	EXTRON 60-439-20 MDA 3AV 1X3 AV DISTRIBUTION AMP
-	- /	STREAMING/RECORDING SYSTEM:
A.	SMP1	EXTRON 60-1594-01 SMP 111 STREAMING MEDIA PROCESSOR-32GB
ĒA.		EXTRON 60-190-01 RSU 129 HALF RACK SHELF FOR ABOVE
ĒA.	SDID41	PRESS PLATE: EXTRON 60-884-01 MDA 4V HD-SDI 1X4 SDI DISTRIBUTION AMP
EA.	חוחפAl	EXTRON 60-884-01 MDA 4V HD-SDI 1X4 SDI DISTRIBUTION AMP
ĒA.	PP1	CUSTOM 2 GANG PRESS PLATE
		CONTROL SYSTEM:
	TPMON2	CRESTRON TSD-2020 20" TOUCH PANEL
ĒA.	DGEO	CUSTOM RACK PANEL MOUNT FOR ABOVE CRESTRON DGE-100 DIGITAL GRAPHICS ENGINE FOR ABOVE
EA.	DGEZ	CUESTUDIA DOE-100 DIGITAL GRAPHICS FINGINE FOR ABOVE
EA. EA.		CRESTRON EQUIPMENT PRICING ON
EA EA NTR <i>A</i>		TE #3006768C REV 3.
	_ A AA AAAA AA AAA AA	A PTZCAM1-4 A CAMSWR1 A MVMON1 A CNVRTR4 A HDMIDA1 A CNVRTR2, 3 A AUDEMBED1 A AVDA1 A SMP1 A SDIDA1 A PP1 A PP1 A TPMON2 A DGE2 TRACTOR TO BASE

	NOTES	S	HEET INDEX
1.	CONFIRM ALL DIMENSIONS ON SITE.	AV0.0	MAJOR EQUIPMENT LIST, NOTES SHEET INDEX
2.	CONFIRM ALL REQUIRED PATHWAYS ON SITE.		
3.	OWNER TO DISCOVER OR FURNISH ALL REQUIRED CABLE PATHWAYS.	AV0.1	COUNCIL CHAMBERS EQUIPMENT LOCATION
4.	COORDINATE ALL EQUIPMENT INSTALLATION WITH OWNER.	AV1.0	VIDEO & CONTROL SYSTEMS WIRING DIAGRAM
5.	ALL CASEWORK PENETRATIONS OR MODIFICATIONS BY OWNER.	AV1.1	AUDIO SYSTEM WIRING DIAGRAM
6.	ALL ELECTRICAL WORK BY OWNER.	AV1.2	BROADCAST SYSTEM WIRING DIAGRAM
		AV1.3	RACK POWER DISTRIBUTION WIRING DIAGRAM
		AV1.4	EQUIPMENT RACK & PANEL LAYOUT DETAILS

General Notes 100% CD CAD SET **BID DOCUMENT** EQUIPMENT LIST S, SHEET INDEX MAJOR NOTE DWN/CHKD BY: GJM/MLH Revision/Issue 3925 U STREET SACRAMENTO, CA 95817

TOUCH PANEL MINIMUM FUNCTIONS COMMON TO ALL TOUCH PANELS: CITY SEAL ON 1st PAGE; TIME/DATE DISPLAY, PRESENTATION TIMER DISPLAY. SPECIFIC TOUCH PANEL FUNCTIONS:



CITY OF CARMEL-BY THE- SEA CITY COUNCIL CHAMBERS AV UPGRADE PROJECT

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LECTERN TOUCH PANEL (TP1): SYSTEM POWER; PROJECTOR POWER; SCREEN UP/DOWN; PRESENTATION SOURCE SELECT.

CALL ANSWER/ORIGINATE w/DIAL PAD;

INDIVIDUAL MIC LEVEL CONTROLS &

BARGRAPHS & MUTE; PRESENTATION TIMER

CONTROLLER; SYSTEM POWER; PROJECTOR

POWER; SCREEN UP/DOWN; PRESENTATION

SOURCE SELECT; VIEWING OF CLERK'S PC OR

PRESENTATION CONTENT SELECTION; PHONE

HARVESTED PROJECTOR LAMP-LIFE DATA &

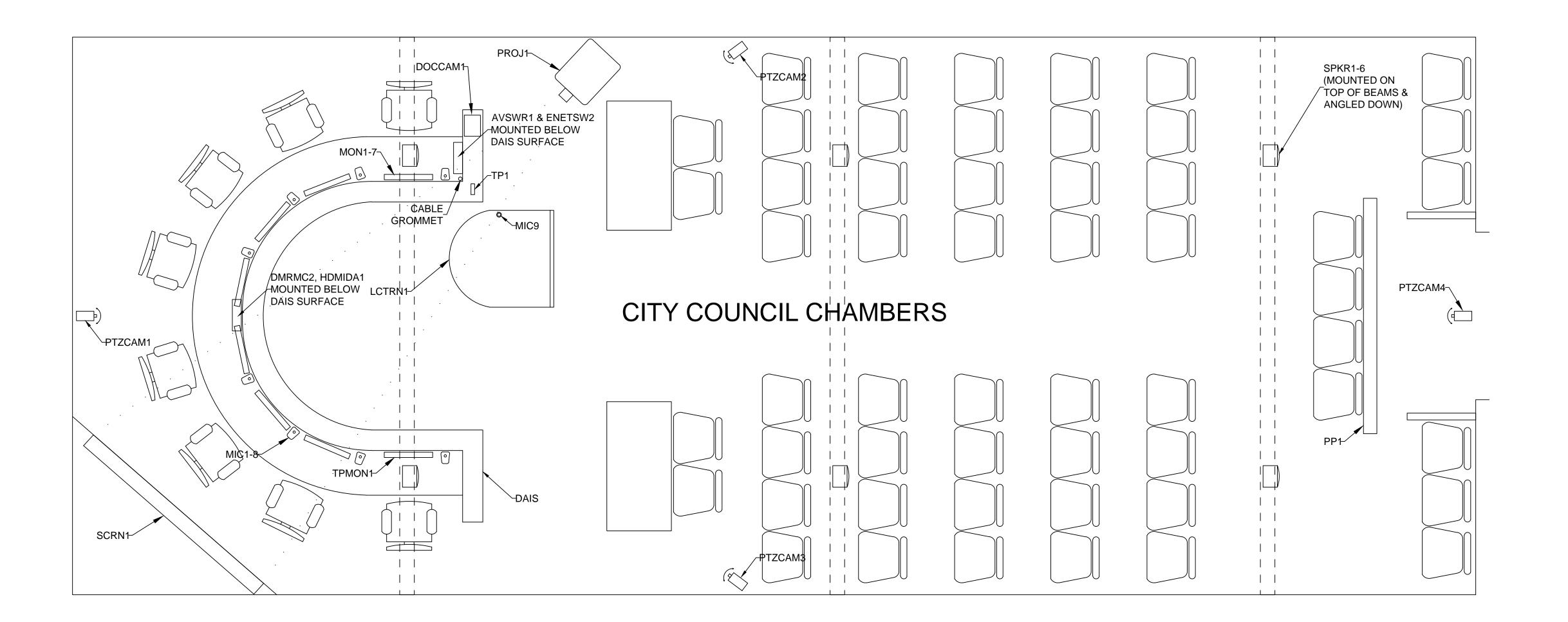
PROGRAM AUDIO CONTROL WITH

CLERK'S TP/MONITOR (TPMON1):

SERVICE DATA.

BROADCAST CONSOLE TP/MONITOR (TPMON2):

SYSTEM POWER; PROJECTOR POWER; SCREEN UP/DOWN; SELECTABLE VIEWING OF PROGRAM OUTPUT; SEPARATE PAGE WITH INDIVIDUAL MIC LEVEL & PROGRAM AUDIO LEVEL CONTROLS WITH BARGRAPHS & MUTE; PHONE CALL ANSWER/ORIGINATE w/DIAL PAD; HARVESTED PROJECTOR LAMP-LIFE & SERVICE DATA.



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General Notes

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V SYSTEMS

COUNCIL CHAMBERS
EQUIPMENT LOCATION

Date

Firm Name and Address

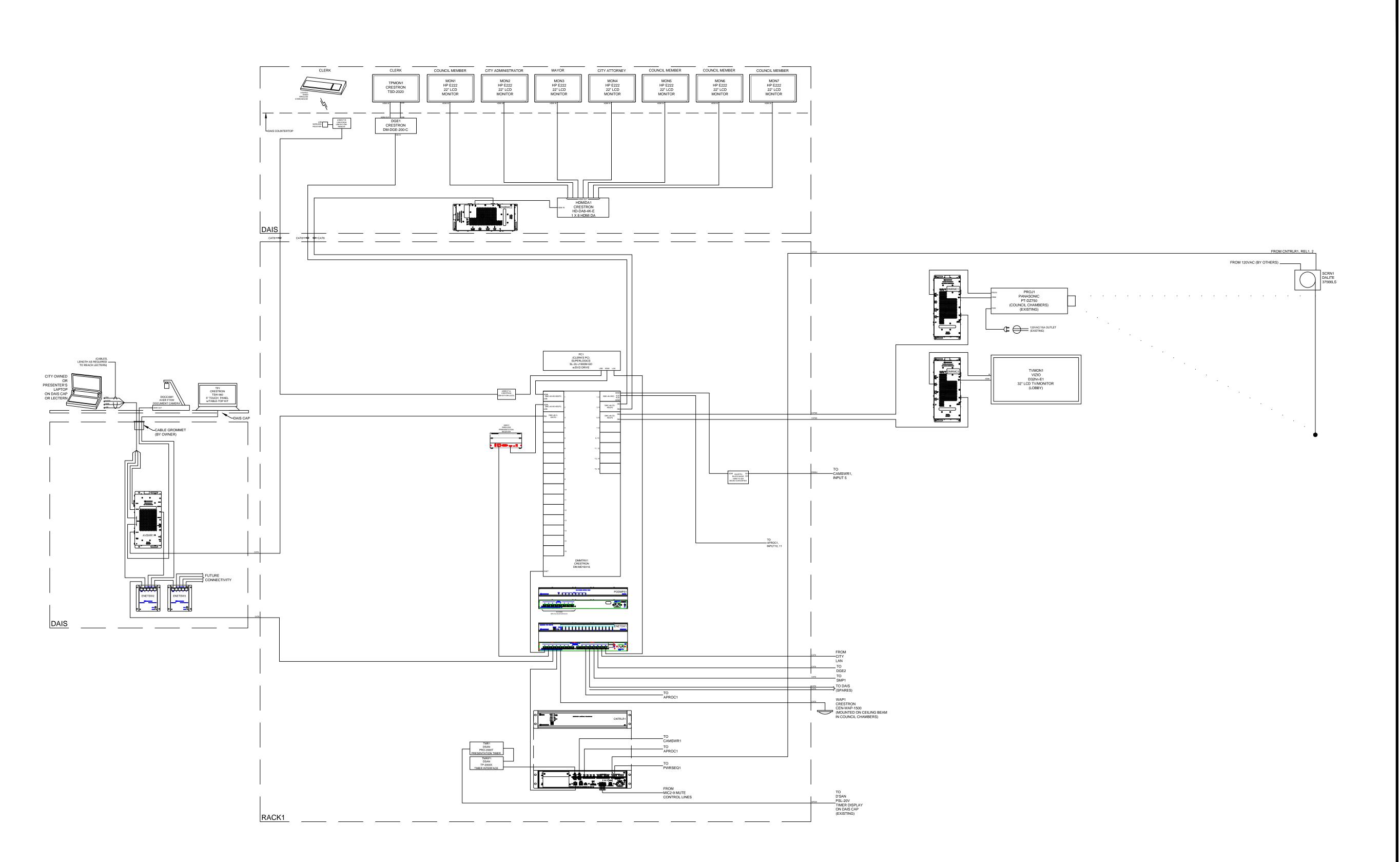
3925 U STREET
SACRAMENTO, CA 95817
916.454.5252
GM ENGINEERING gmass@gme1.com

Revision/Issue

DWN/CHKD BY: GJM/MLH

Project Name and Address

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General Notes

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SYSTEMS

VIDEO & CONTROL SY

DWN/CHKD BY: GJM/MLH

o. Revision/Issue

Firm Name and Address

3925 U STREET
SACRAMENTO, CA 95817
916.454.5252
GM ENGINEERING gmass@gme1.com

Project Name and Address

CITY OF
CARMEL-BY THE- SEA
CITY COUNCIL CHAMBERS
AV UPGRADE PROJECT

Project
GME1609-01

Date

01/05/16

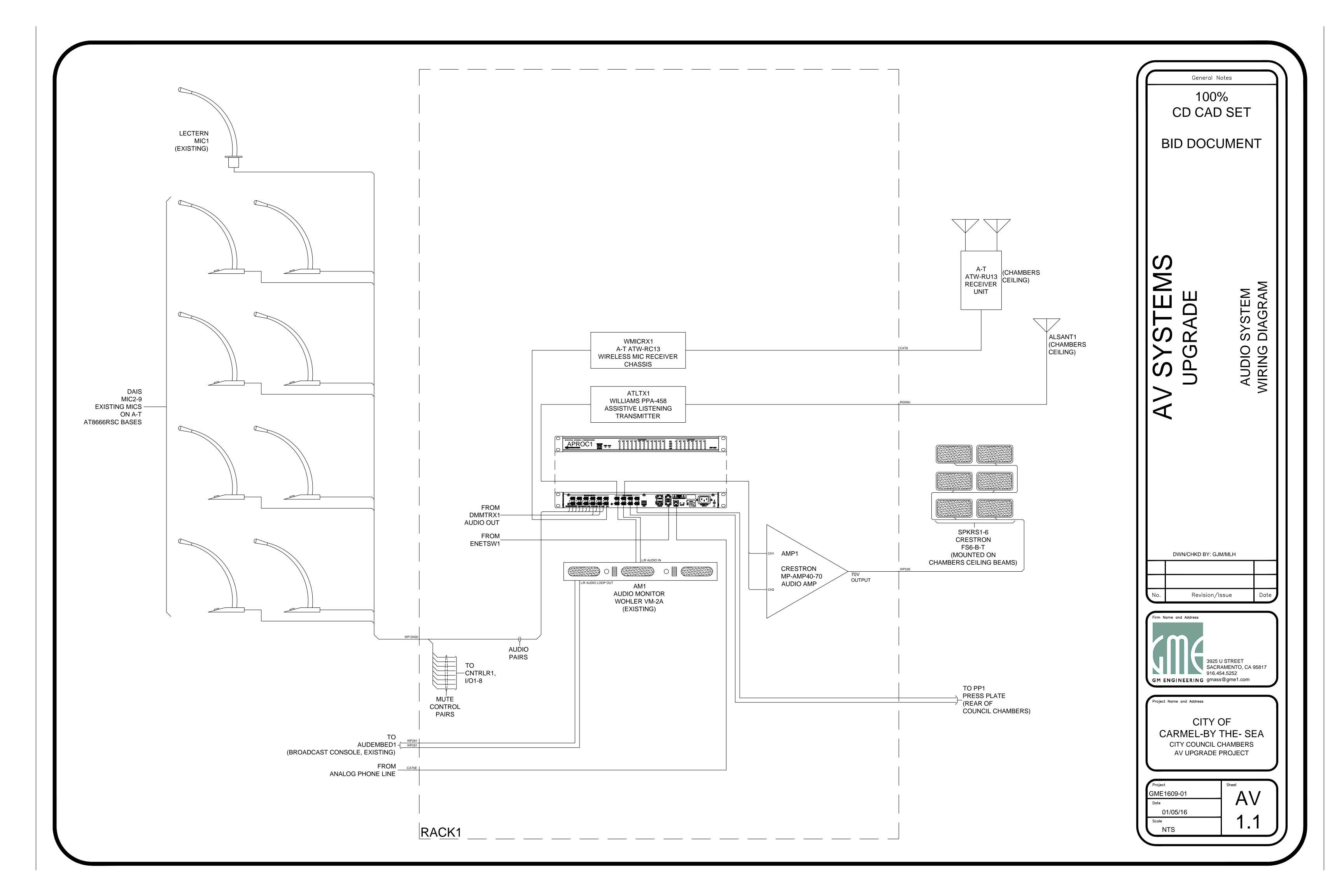
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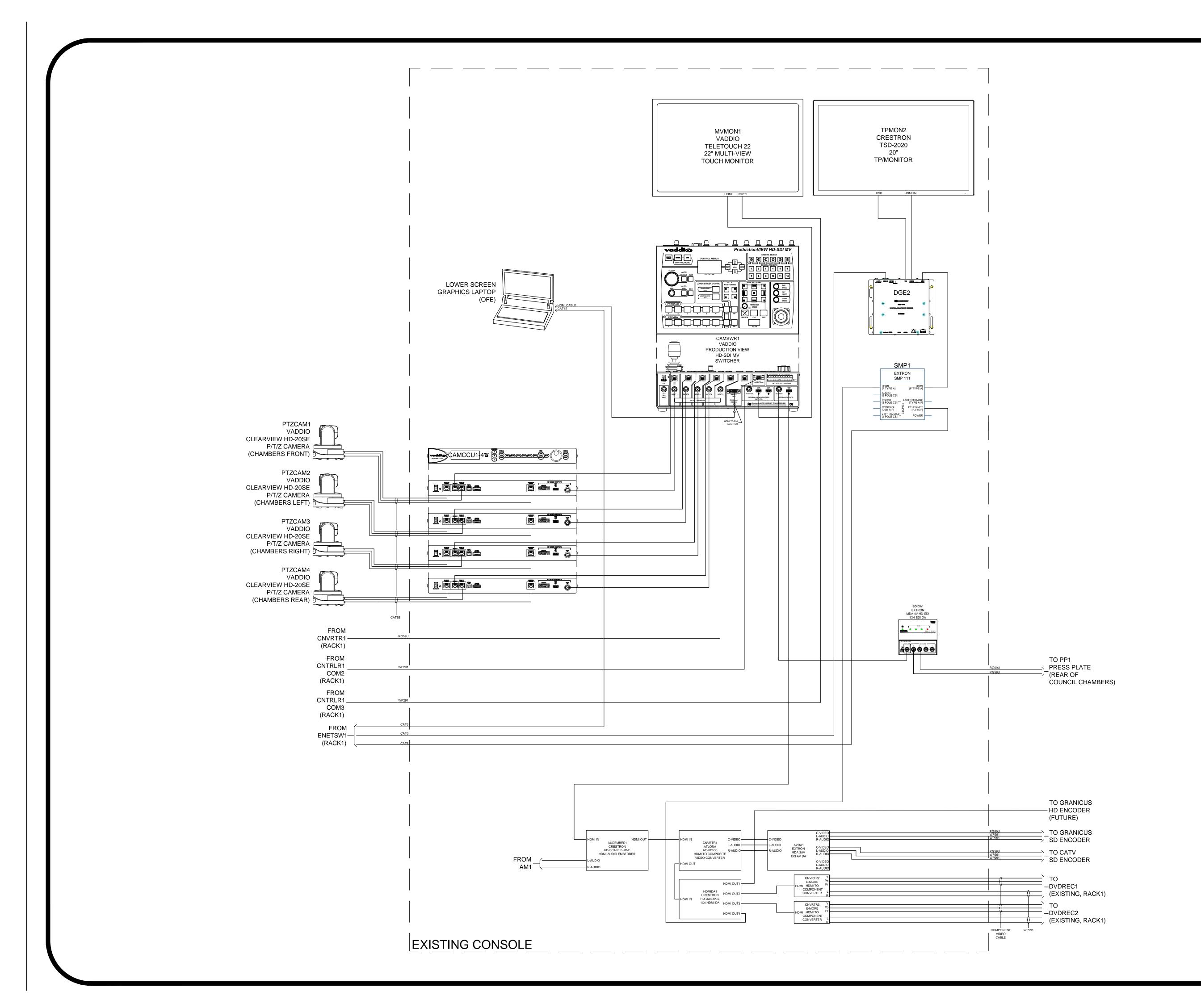
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V SYSTEMS

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BROADCAST SYSTEM WIRING DIAGRAM

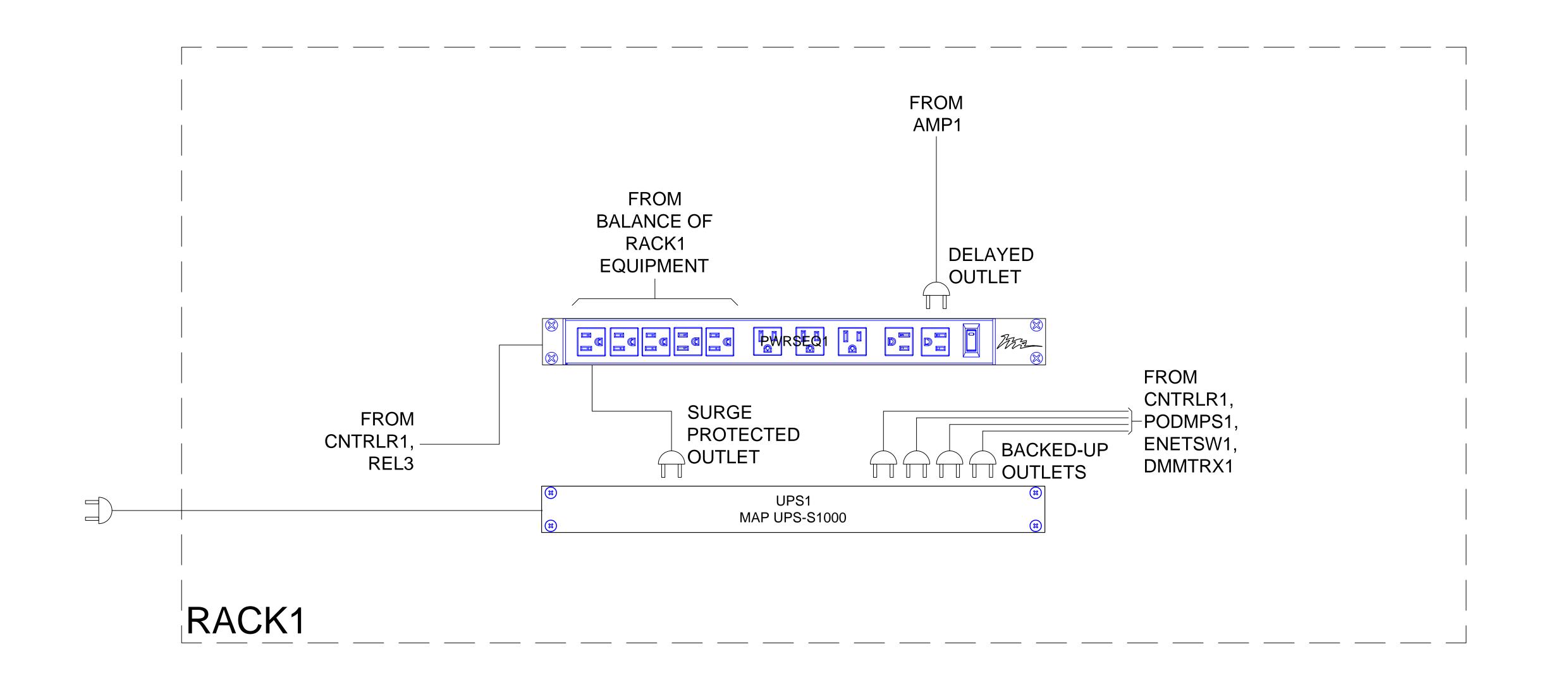
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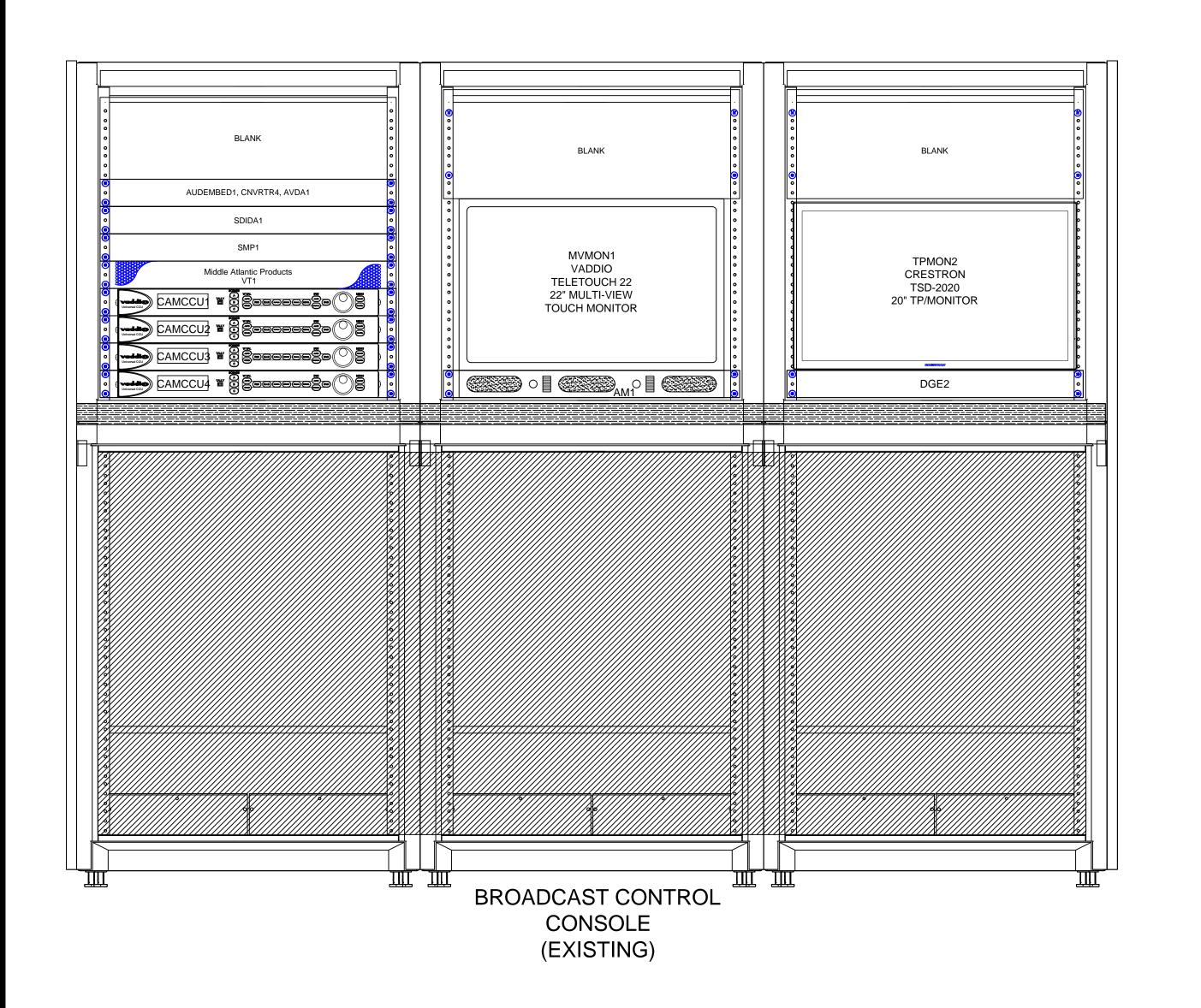
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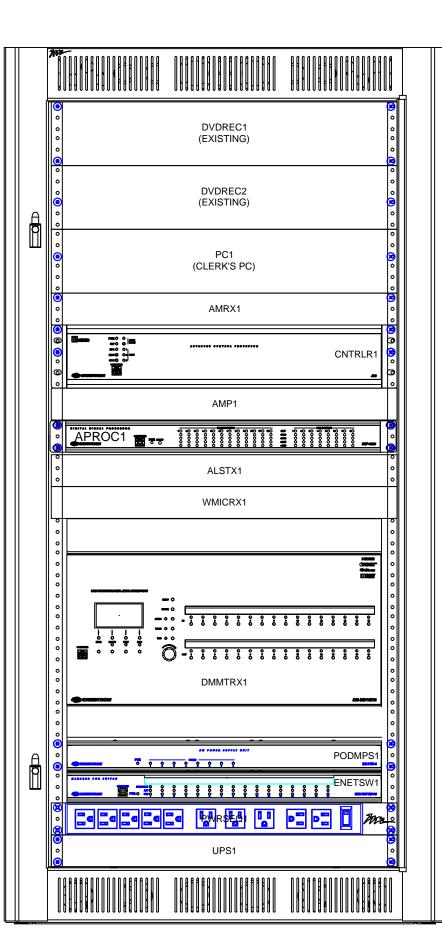
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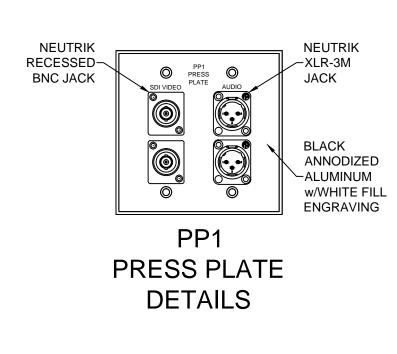
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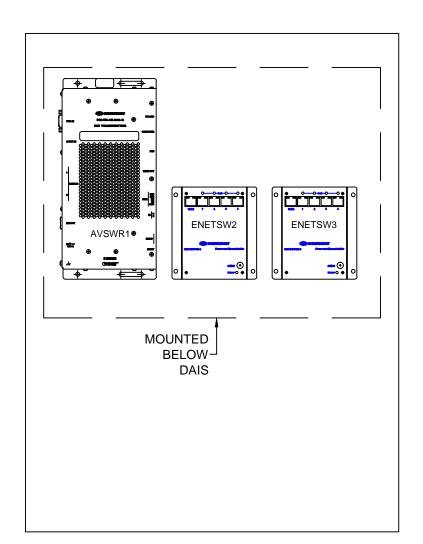
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AGREEMENT FOR PROFESSIONAL SERVICES

COMPANY NAME COMPANY SERVICE

THIS AGREEMENT is executed this ____ MONTH 2016 by and between the CITY OF CARMEL-BY-THE-SEA, a municipal corporation (hereinafter "CITY"), and COMPANY NAME, (hereinafter "CONTRACTOR").

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

- 1. <u>Scope.</u> CONTRACTOR hereby agrees to provide to CITY technical assistance in construction and documentation of an audio visual system for the Carmel City Council Chambers as the scope of services under this Agreement as set forth in Exhibit "A", attached hereto and incorporated herein by this reference.
- 2. <u>Timely Work.</u> CONTRACTOR shall perform all duties incidental or necessary in a timely fashion; and shall be performed diligently, competently, and in accordance with professional standards of performance. Failure to so perform is hereby deemed a material breach of this Agreement, and CITY may terminate this Agreement with no further liability hereunder. City may agree in writing with CONTRACTOR to an extension of time. It is expressly agreed and understood that CONTRACTOR shall not be held responsible for delays occasioned by factors beyond their control, nor by factors that could not reasonably have been foreseen at the time of execution of this AGREEMENT.
- 3. **Term**. The work under this Agreement shall commence on MONTH DAY, 2017 and terminate on June 30, 2018. The parties may agree to extend or amend this Agreement prior to its expiration.
- 4. <u>Compensation</u>. CITY shall pay CONTRACTOR in an amount not to exceed \$1,500.00, which said sum shall include all costs included within Exhibit "A" and in accordance with this Agreement.

Compensation under this Agreement shall become due and payable thirty (30) days after CITY's approval of CONTRACTOR'S submission of monthly written invoices. Written invoices shall clearly itemize each charge. The payment of any compensation to CONTRACTOR hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the reasonable satisfaction of the City Administrator.

If the City Administrator determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, CITY shall not be responsible for payment until such time as the work has been performed to the reasonable satisfaction of the City Administrator.

5. <u>Additional Services</u>. In the event that CITY should request additional services not covered by the terms of this Agreement, said additional services and compensation shall be agreed upon in advance and in writing by CONTRACTOR and the City Administrator. CONTRACTOR shall not be compensated for any additional services unless such additional services and compensation

are approved by the City Council inasmuch as all Agreements exceeding \$24,999.00 require City Council approval to be valid.

- 6. <u>Meet and Confer</u>. CONTRACTOR agrees to meet and confer with CITY or its agents or employees with regard to services as set forth herein as may be required by City Administrator to insure timely and adequate performance of this Agreement.
- 7. <u>Suspension or Termination of Agreement Without Cause.</u> CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the CONTRACTOR at least ten (10) business days prior written notice. Upon receipt of said notice CONTRACTOR shall immediately cease all work under this Agreement unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this section CITY shall pay CONTRACTOR the actual value of the work performed up to the time of termination provided that the work performed is of value and approved by CITY. Upon termination of this Agreement pursuant to this section CONTRACTOR will submit an invoice to CITY pursuant to section 4 of this Agreement.

- 8. <u>Default of CONTRACTOR</u>. CONTRACTOR'S failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONTRACTOR is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and can terminate this Agreement immediately by written notice to CONTRACTOR. If such failure by CONTRACTOR to make progress in the performance of work hereunder arises out of causes beyond CONTRACTOR'S control, and without fault or negligence of CONTRACTOR, it shall not be considered a default.
- 9. **Indemnification**. CONTRACTOR hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6, if applicable), CONTRACTOR shall defend (with legal counsel reasonably acceptable to designated agents, departments, officials, representatives, and employees, collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of CONTRACTOR, any sub-CONTRACTOR, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and Indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence, or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, CONTRACTOR agrees to indemnify and hold harmless CITY from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to CONTRACTOR or CONTRACTOR'S employees, Agreementors, representatives, patrons, guests or invitees.

CONTRACTOR further agrees to indemnify CITY for damage to or loss of CITY OF CARMEL-BY-THE-SEA property to the proportionate extent they arise out of CONTRACTOR'S negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of CONTRACTOR or any of CONTRACTOR'S employees, agents, Agreementors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of CITY.

10. <u>Insurance</u>. CONTRACTOR shall submit and maintain in full force insurance as described herein. Without altering or limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement, a policy or policies of insurance with the following minimum limits of liability:

<u>Commercial general liability insurance</u> including but not limited to premises, personal injuries, bodily injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

<u>Professional liability insurance</u> CONTRACTOR shall maintain in effect throughout the term of this Agreement professional liability insurance with limits of not less than \$1,000,0000 per claim and \$2,000,000 in the aggregate. CONTRACTOR will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail coverage with the same liability limits) for at least three (3) years following CITY's acceptance of work.

<u>Commercial automobile liability insurance</u> covering all automobiles, including owned, leased, non-owned and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance If CONTRACTOR employs others in the performance of this Agreement, CONTRACTOR shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence for employers' liability.

Other Insurance Requirements

- A. All insurance required under this Agreement must be written by an insurance company either:
 - 1) Admitted to do business in California with a current A.M. Best rating of no less that A:VI;

Or

2) An insurance company with a current A.M. Best rating of no less that A: VII

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- B. Each insurance policy required by this Agreement shall be endorsed to state that CITY shall be given notice in writing at least thirty (30) days in advance of any cancellation thereof, except CITY shall be given TEN (10) days' notice for nonpayment of the premium.
- C. The general liability and auto policies shall:
 - 1) Provide an endorsement naming CITY, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent.
 - 2) Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by CITY.

- 3) Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
- 4) Provide for a waiver of any subrogation rights against CITY via an ISO CG 24 01 10 93 or its equivalent.
- D. Prior to the start of work under this Agreement CONTRACTOR shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Administrator. CONTRACTOR shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- E. Neither the insurance requirements hereunder, nor acceptance or approval of CONTRACTOR'S insurance, nor whether any claims are covered under any insurance, shall in any way modify or change CONTRACTOR'S obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, CONTRACTOR is financially liable for its indemnity obligations under this Agreement.
- F. Any deductible or self-insured retentions must be declared to and approved by CITY. At the option of CITY either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, and volunteers; or CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11. **Ownership of Work.** Upon completion of the work under this Agreement, ownership and title to all materials and deliverables produced as part of this Agreement will automatically be vested in CITY and no further Agreement will be necessary to transfer ownership to CITY. CONTRACTOR shall not be held liable for any modification or re-use of CITY-owned materials and deliverables for purposes outside their original intent.
- 12. <u>Licensing</u>. CONTRACTOR represents that it is properly licensed to perform the work specified under this Agreement, including but not limited to, possession of a current city business license.
- 13. <u>Termination</u>. This Agreement may be terminated by either party upon thirty (30) calendar day's written notice to the other party. In the event of such termination, CITY shall pay CONTRACTOR for all services performed in accordance with this Agreement to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to CITY. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion, and to complete and incomplete drawings and other documents whether delivered to CITY or in the possession of the CONTRACTOR.
- 14. **Agency.** In performing the services specified under this Agreement, CONTRACTOR is hereby deemed to be an independent CONTRACTOR and not an agent or employee of CITY.
- 15. <u>Authority of the City Administrator</u>. CONTRACTOR shall perform all necessary services provided under this Agreement and outlined in the proposal and shall do, perform, and carry out said work in accordance with this Agreement as determined by and to the reasonable satisfaction of the City Administrator. The City Administrator reserves the right to make changes, additions or deletions, to the scope of work as deemed necessary or advisable to implement and carry out the purposes of this Agreement. The City Administrator is authorized to execute change orders.

- 16. Responsibility of CONTRACTOR. By executing this CONTRACTOR represents and state to CITY that he/she possesses, or will arrange to secure from others, all necessary professional capabilities, experience, resources and facilities necessary to provide to city the services contemplated under this Agreement. CONTRACTOR further represents that he/she will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.
- Audit Authority. CONTRACTOR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be satisfactory to CITY. CITY and CITY's auditor shall be afforded access to CONTRACTOR's records, books, correspondence and other data relating to this Agreement. CONTRACTOR shall preserve these records, books, correspondence and other data relating to this Agreement for a period of four (4) years after final payment or for such longer period as may be required by law. In addition, CONTRACTOR agrees to make said records, books, correspondence and other data relating to this Agreement available to CITY at CITY's principle place of business upon seventy-two (72) hours advance written notice. The City Administrator, or his or her designee, shall at all times have the right to inspect the work, services, or materials. CONTRACTOR shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve CONTRACTOR form any obligation to perform said work or services strictly in accordance with the specifications of any modifications thereof and in compliance with the law.
- 18. <u>Notices</u>. All notices herein provided to be given, or which may be given by either party to the other, shall be considered fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY: City Administrator

City of Carmel-by-the-Sea

P.O. Box CC

Carmel-By-The-Sea, CA 93921

CONTRACTOR: COMPANY

Attn: Someone 1234 H Street

Sacramento, CA 95817

- 20. <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior Agreements, whether oral or written, relating to the subject matter thereof. Any modification of this Agreement will be effective only if it is in writing signed by both parties hereto.
- 21. <u>Validity</u>. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- 22. <u>Assignment of Interest</u>. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of CITY. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which CITY may terminate this Agreement and be entitled to damages.
- 23. <u>Conflict of Interest/Political Reform Act</u>. CONTRACTOR shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Agreement.

During the term of this Agreement CONTRACTOR shall not directly or indirectly, either as a partner, employer, employee, consultant, principal, and agent or in any individual or representative capacity, engage or participate in any business or voluntary activity on behalf of any

other party on any property located within the City of Carmel-by-the-Sea without notification to City Administrator.

If CITY determines CONTRACTOR comes within the definition of CONTRACTOR under the Political Reform Act (Government Code Sections 87100 et seq.) CONTRACTOR shall complete and file, and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with CITY disclosing CONTRACTOR'S and/or such other person's financial interests.

24. **Non-discrimination/Affirmative Action**. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, marital status, physical or other motor handicap, unless based upon bonafide occupational disqualification.

CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, marital status, physical or other motor handicap.

- 25. **Counterparts**. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.
- 26. <u>Laws</u>. CONTRACTOR agrees that in the performance of this Agreement it will reasonably comply with all applicable state, federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.
- 27. <u>Attorneys Fees and Court Venue</u>. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
- 28. <u>Severability</u>. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto in Carmel, California, on the day and year first written above.

CITY OF CARMEL-BY-THE-SEA:		
By: Chip Rerig, CITY Administrator	Date:	
CONTRACTOR:		
Ву:	Date:	
ATTEST:		
By: CITY Clerk	Date:	

LETTER OF INTENT

Due No Later Than 2:00 pm on Thursday, March 3, 2017Postmarks, Faxes, or Emails Will Not Be Accepted

TO:	City of Carmel-by-the-Sea Attention: Joel Staker
	Information Services
	P.O. Box CC
	Carmel-by-the-Sea, CA 93921
RE:	Request for Quotes ("RFQ") RFQ 16-17-11, to provider and install audio, video and control systems in the Carmel-by-the-Sea City Hall Council Chambers.
After	having attended the Responder's Conference on February 28, 2017, this is to inform you that
	ne intent of the undersigned to submit a quote in response to the RFQ to provide and install
	, video and control systems.
AGEN	NCY/INDIVIDUAL NAME:
	(Please print)
ADDI	RESS:
	RESS:(Street or Mailing) (City, State, ZIP)
TELE	
IELE	PHONE NUMBER: (Area Code)
PRIM	ARY CONTACT EMAIL ADDRESS (REQUIRED):
E 4 37 3	
FAX	NUMBER: (Area Code)
	(Alea Code)
	y signature, I hereby represent that I have authority to execute this Letter of Intent and to
bind the	he party on whose behalf execution is made.
D A TT	ZD.
DATE	ED:

SIGNATURE:

RESPONDER INFORMATION

RESPONDERS MUST FILL IN APPROPRIATE SPACES AND BOXES BELOW.

A regu	presents that he/she/it one of the plar dealer the product(s) and/or sufacturer of the product(s) and/	service(s) quoted upon
Partne Corpo	lividual	of
	provide the requested service(s) e fordays following the de	and/or product(s) on the terms and conditions radline for receipt of responses.
COMPANY NAME		
CONTACT NAME		
STREET ADDRESS		
CITY	STATE	ZIP CODE
PHONE NUMBER		FAX NUMBER
E-MAIL ADDRESS		
the party on whose behal within the quote are true.	f his/her execution is made, and certi	nat he/she has the authority to authorize this quote and to bin ifies that all information provided on this form and containe contains any false statements, the City may declare any contrac void.
SIGNATURE OF PE	RSON AUTHORIZED TO SIG	SN RESPONSE
PRINT OR TYPE SIG	GNER'S NAME AND TITLES	