

CITY OF THOUSAND OAKS

Request for Proposals

For

**WATER SECURITY CAMERAS,
WASTEWATER FLOW METERS
AND TELEMETRY UPDATE**

Date of Issuance: April 16, 2010



**City of Thousand Oaks
Public Works Department
Municipal Service Center
1993 Rancho Conejo Blvd
Thousand Oaks, CA 91320**

**CITY OF THOUSAND OAKS
NOTICE
REQUEST FOR PROPOSALS
WATER SECURITY CAMERAS, WASTEWATER FLOW METERS
AND TELEMETRY UPDATE**

Notice is hereby given that sealed proposals will be received at the Municipal Service Center (MSC) until May 27, 2010 at 3:00 pm local time, for performing all work necessary and incidental to water flow meters and MSC facility security needs of the City.

The intent of this RFP is to solicit proposals for the development of the components: 1) a detailed design and bid specification standard for installing and maintaining security cameras at pump stations and reservoirs that are connected to the City's existing Supervisory Control and Data Acquisition (SCADA) system, 2) the design inclusion of design standard for remote flow monitors for wastewater collection, and 3) Consultant provide administration services for implementing the security and flow monitoring systems, in accordance with the attached RFP.

Proposals shall be delivered and addressed to:

City of Thousand Oaks
Municipal Service Center
Attention: Chris Meske, Senior Purchasing Specialist
1993 Rancho Conejo Boulevard
Thousand Oaks, CA 91320

Proposals shall be submitted in a sealed envelope and plainly marked on the outside of the envelope, WATER SECURITY CAMERAS, WASTEWATER FLOW METERS AND TELEMETRY UPDATE, Chris Meske, Senior Purchasing Specialist, and May 27, 2010 at 3:00 pm. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled Submittal Deadline will be returned unopened. Proposals postmarked prior to submittal deadline, but received after the deadline will be returned unopened.

Copies of the Proposal Package may be obtained by visiting the City's website at www.toaks.org. **Proposers are required to register with the City** prior to downloading bid documents from the website and **to be eligible to submit a proposal**. Registration information is used to notify proposers via e-mail of addenda to procurement actions. You may view summary information about solicitations but you must be registered at this site and logged in before you can download solicitation documents at <https://www.ebidexchange.com/toaks>. When registering please use one of the following Commodity Codes. 918-30, 925-085, 925-200, 925-210, 925-245, 925-250, 930-160, 990-050, 995-010, 995-115.

Pre-Proposal Conference. A pre-proposal conference will be held at **8:00 am on April 26, 2010 at City of Thousand Oaks, Municipal Service Center, 1993 Rancho**

Conejo Blvd., Thousand Oaks, CA 91320. Proposers are encouraged to attend the pre-proposal conference. Proposers who are unable to attend the pre-proposal conference must email Grahame Watts, Operations Manager, at gwatts@toaks.org at least five (5) days before the pre-proposal conference.

Proposals will not be opened publicly, and the City will endeavor to keep such confidential until a preferred service provider is recommended to City Council. Proposals must bear original signatures and figures.

Linda D. Lawrence, City Clerk

Published: Ventura County Star, April 16, 2010

**WATER SECURITY CAMERAS, WASTEWATER FLOW METERS
AND TELEMETRY UPDATE
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**WATER SECURITY CAMERAS, WASTEWATER FLOW METERS
AND TELEMTRY UPDATE
SECTION A
BACKGROUND INFORMATION/PURPOSE**

The City of Thousand Oaks is located in eastern Ventura County and consists of 55 square miles. The City population is approximately 128,000. The City is a general law city operating under the Council/Manager form of government. The City Council is comprised of five members elected at large for overlapping terms, with one member serving as Mayor on an annual basis.

The purpose of this Request for Proposals (RFP) is to solicit professional services for the design and preparation of bid documents in connection with the following five components:

1. Security cameras at all City pump stations, reservoir sites, and integration into City's existing SCADA system.
2. Security cameras at the Municipal Service Center (MSC) and integration into City's existing SCADA system.
3. Flow monitoring stations for the wastewater collection system.
4. Security cameras at the Thousand Oaks Transportation Center (TOTC) and integration into City's existing SCADA system.
5. Review and upgrade of telemetry at all sites connected to the SCADA system.

**WATER SECURITY CAMERAS, WASTEWATER FLOW METERS
AND TELEMTRY UPDATE
SECTION A
SCOPE OF WORK**

The City uses a Supervisory Control and Data Acquisition (SCADA) system to efficiently operate its water facilities including reservoirs and pump stations located at various sites in its service area. The City's SCADA system allows water operations staff to control, monitor, and make adjustments to water facility operational settings to deliver uninterrupted, high quality potable water to City residents for domestic use and fire fighting purposes. Alarms for intrusion, pump start/stop, malfunction, and unusual system operations are also included as part of the SCADA system functions.

In December of 2009, the FactoryLink software that was originally installed in 1999 as the Human-Machine Interface (HMI) for the City's SCADA system was upgraded to Wonderware 3.0.

Selected consultant of this RFP will not be eligible to be awarded contract to purchase and install equipment.

This RFP is issued to solicit professional services for the design and preparation of bid documents in connection with the following five SCADA components:

1. Security cameras at all City pump stations and reservoir sites.
2. Security cameras at the Municipal Service Center (MSC).
3. Flow monitoring stations for the wastewater collection system.
4. Security cameras at the Thousand Oaks Transportation Center (TOTC) and integration into City's existing SCADA system.
5. Review and upgrade of telemetry at all sites connected to existing SCADA system.

The proposals must include a detailed Scope of Work in connection with all five mentioned components (above) covering as a minimum:

- A. An investigation of the available technologies and vendors, identifying and presenting to City the pros and cons for each, including a cost-benefit analysis giving consideration to the initial investment costs; compatibility/consistency with existing equipment; long term maintenance/upgrade and upkeep of systems as applicable; the capability to be fully integrated in to the City's SCADA system; and referenced current clients/organizations similar in size and operation to the City of Thousand Oaks.

- B. Identifying the most qualified manufacturers/vendors, arrange, schedule and handle demonstrations/presentations by vendors to City staff; prepare matrixes for scoring and categorizing presenters.
- C. Provide complete design of systems including contract documents (full specifications and sketches/drawings of Security System design and Flow Meter Design) ready for advertising projects for Bids; select low bidder (pre-bid and pre-construction meetings); monitor, administer, and manage the project's construction through equipment procurement/purchase, installation, and full integration into the City's SCADA system; staff training, and the like.

As part of the proposal, there should also be a discussion of possible turn-key operation where Contractor will be in charge of all purchases, installation, integration, training, and the like. This shall be added under a separate title of "Optional Additional Scope" in the proposal.

SCADA communications between the City's remote water sites and the MSC, located at 1993 Rancho Conejo Boulevard, are currently based on existing leased telephone circuits. Although these circuits have worked in the past, due to intensive data collection requirements and proposed inclusion of other applications such as those for security systems, flow meters, and irrigation controllers, these leased lines may require new bandwidths and upgrades to support and accommodate additional SCADA activities, or other wireless technologies. Currently, no SCADA communications with the wastewater flow metering stations are in place at the City.

The purpose of the following information is to place perspective of the project size:

- Number of sites that require inspection of existing telemetry and identifying the need for replacements/upgrades/additions of telemetry components and full integration into the City's SCADA system:

<u>Site</u>	<u>Address</u>
1. Kelley Turnout	4 W. Kelley Road
2. Kelley Reservoir	452 Whitegate Road
3. Ventu Park Reservoir	1394 Kathleen Drive
4. Ventu Park Turnout	1306 Newbury Road
5. Rolling Oaks Pump Station	255 North Rancho Road
6. Willow Lane Reservoir	385 Conejo Ridge Avenue
7. Lone Oak Pump Station	560 Lone Oak Drive
8. Wilder Reservoir	1630 Wilder Street
9. Grissom Reservoir	1619 Grissom Street
10. Encino Vista Turnout	1111 La Jolla Drive
11. Hillcrest Turnout	9 E. Hillcrest Drive
12. Gainsborough Turnout	1240 N. Moorpark Road
13. Flores Turnout	2186 N. Moorpark Road
14. Arboles Turnout	2825 Calle Quebracho
15. Erbes Road Pump Station	2106 Erbes Road
16. Arboles Pump Station	2655 E. Avenida de los Arboles

17. Pederson Reservoir	1551 Pederson Road
18. Northwood Pump Station	3070 Northwood Parkway
19. Lang Ranch Reservoir	2237 Peak Place
20. Sunset 3 Reservoir/Pump Station	2615 McCrea Road
21. Sunset 2 Reservoir/Pump Station	2240 Fernleaf Court
22. Sunset 1 Pump Station	4025 Lemonberry Place
23. Del Sol Turnout	4195 Erbes Road
24. Olsen Road Lift Station	2051 E. Olsen Road
25. La Jolla Turnout	1351 La Jolla Drive
26. Freeway Reservoir	369 Fairview Road
27. La Granada Reservoir	510 N. Conejo School Road
28. Meadows Reservoir	1683 Shadow Oaks Road
29. Oakbrook Reservoir	2228 N. Westlake Boulevard
30. Tara Reservoir	3100 Northwood Parkway
31. Industrial Lift Station	2500 W. Hillcrest Drive

- D. The MSC is a ten-acre parcel located at 1993 Rancho Conejo Boulevard in Newbury Park. This facility includes approximately 116 employees that are responsible for managing the City's infrastructure which includes landscaping, streets, water distribution, wastewater collection, emergency preparedness, public transit, as well as maintenance of City fleet and facilities.

The MSC presently has a 24 hour security camera surveillance system (Appendix A) that was installed in 1995, and was upgraded in 2004 to include:

1. Building A facing east towards the gate of employee parking lot
2. Building B facing north into the facility parking lot
3. Building C facing north into the facility parking lot
4. Building C facing east into the facility parking lot
5. Pole mounted facing the swing gate entrance from Rancho Conejo Boulevard
6. Pole mounted facing emergency gate towards Conejo Center Drive
7. Pole mounted facing north into rear facility parking lot
8. Building A front building entrance
9. Building A facing front entry gate
10. Pole mounted facing west of carwash
11. Building A facing west towards bus parking
12. Four cameras located inside the Building A warehouse

- Number of sites in addition to the MSC that are proposed to receive security cameras integrated into the City's SCADA system:

<u>Site</u>	<u>Address</u>
1. Kelley Reservoir	452 Whitegate Road
2. Ventu Park Reservoir	1394 Kathleen Drive
3. Rolling Oaks Pump Station	255 North Rancho Road
4. Willow Lane Reservoir	385 Conejo Ridge Avenue
5. Lone Oak Pump Station	560 Lone Oak Drive
6. Wilder Reservoir	1630 Wilder Street
7. Grissom Reservoir	1619 Grissom Street
8. Erbes Road Pump Station	2106 Erbes Road
9. Arboles Pump Station	2655 E. Avenida de los Arboles
10. Pederson Reservoir	1551 Pederson Road
11. Northwood Pump Station.	3070 Northwood Parkway
12. Lang Ranch Reservoir	2237 Peak Place
13. Sunset 3 Reservoir/Pump Station	2615 McCrea Road
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16. Olsen Road Lift Station	2051 E. Olsen Road
17. Freeway Reservoir	369 Fairview Road
18. La Granada Reservoir	510 N. Conejo School Road
19. Meadows Reservoir	1683 Shadow Oaks Road
20. Oakbrook Reservoir	2228 N. Westlake Boulevard
21. Tara Reservoir	3100 Northwood Parkway
22. Industrial Lift Station	2500 W. Hillcrest Drive
23. Thousand Oaks - Transportation Center	265 S. Rancho Road

- Number of wastewater flow meter stations to be installed and integrated into the City's SCADA system:

<u>Site</u>	<u>Address</u>
1. A24	Avenida De Las Flores
2. A-5	Sidlee Street Channel easement
3. C1	Moorpark Road
4. E9-8	Alice Drive easement
5. F22-15.7	Hillcrest Drive (Ventura County Watershed Protection District easement)
6. U3-5	The Oaks Shopping Center
7. V1	Conejo Boulevard
8. W24-2	Citation Way easement
9. W50-13B	148 W. Hillcrest Drive
10. X-3B	San Miguel Circle

Format of Work

Work to include, but is not limited to, the following:

1. All drawings and specifications shall be based on the latest applicable codes and on engineering calculations to properly design the systems for those facilities involved.
2. All drawings shall be delivered in AutoCAD 2006.DWG format capable of being translated to the City's CAD and drafting standards using AutoCAD's CAD standards translator. Specifications shall be provided in Microsoft Word.doc document format for inclusion with the City's "Front End" documents, without the need for document format changes.

Project Management

Coordination and Meetings

The selected Consultant's Project Manager will take the lead in coordinating all project activities, including coordination with other agencies, deliverables, submissions, permits, and similar coordination efforts consistent with the Scope of Work.

- Consultant shall conduct a project kick-off meeting with City staff. Consultant will present the Work Plan, introduce the project team, request information, and conduct other similar activities. Consultant shall prepare and distribute kick-off meeting minutes.
- Consultant shall schedule, attend, and conduct regular meetings throughout the duration of the project. Consultant shall prepare and distribute meeting minutes to all project team members.
- Consultant shall attend other meetings as required to coordinate and execute the Scope of Work.

Project Schedule

Consultant will prepare and periodically update a project schedule with tasks and milestones represented in Microsoft Project. Consultant will break down the schedule by logical tasks consistent with the Scope of Work and with enough detail to track project progress. Both a baseline schedule and tracking updates are required. The schedule must reflect realistic estimates of review periods for tasks, such as reports, plans, permits, and coordination.

Administration

- Consultant will submit a consolidated monthly invoice in a format acceptable to the City and broken down in a manner consistent with the Work Plan (see below). Consultant shall include with the monthly invoice a progress report that reflects the work completed within the invoice period.
- Consultant will provide the City with copies of written correspondence between Consultant and third parties pertaining specifically to the project.
- Consultant will maintain project files in accordance with its Work Plan.
- Consultant shall prepare supporting documents (e.g., entitlement permit application) as required.

Work Plan

Consultant will prepare a Work Plan that includes a list of deliverables, milestone submittal schedule, summary of organization responsibilities and contacts, and task budgets. The Work Plan shall be submitted to the City prior to the first invoice.

Formal Submission

- a. The reports, plans, designs, and other documents furnished under this Scope of Work will be of a quality acceptable to the City. Deliverables must: be of neat appearance, organized and technically and grammatically correct, reflect the incorporation of the City, other agency review comments, and be checked to meet all of the contract requirements. Final documents shall be submitted to the City in hard copies, along with electronic files, upon completion or as otherwise directed by the City.
- b. The final signed and stamped drawings shall be submitted to the City on Mylar, along with electronic files, upon completion or as otherwise directed by the City.
- c. Consultant shall submit one (1) set of full-size Plans and five (5) sets of half-size Plans of the design drawings with each submittal to be checked by the City, along with previously checked drawings. The design drawings should be as complete, accurate, and error-free as possible before plan checking is considered to reduce the number of plan checks required and related costs to the City, other local agencies and Consultant.
- d. Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings that are discovered subsequent to the completion of the plan checking process.
- e. The City shall receive a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the Project.

Plans and Specifications

- a. Consultant shall prepare 50%, 90% and Final Plans for submittal. Final Plans shall include: title sheet, layouts, typical cross sections, key map and line index, profiles, construction details, contour grading, drainage plans, details, retaining walls (if required), and any other required plans.
- b. Consultant shall compile specifications using applicable codes to prepare required Draft Specifications for the Project. Consultant shall utilize and incorporate the City's "Front-End" documents including, but not limited to, the Notice Inviting Bids, Bid Documents, bond forms, and agreement into the Draft Specifications. Consultant shall prepare 50%, 90% and final Specifications package and submit along with Project Plans submittal.

Cost Estimate

- a. Consultant shall compile and prepare the Cost Estimate based on all biddable construction items identified throughout the design packages. The estimated quantities shall be arranged in chronological order of construction and all such quantities shall be included in the Engineer's Estimate of Costs prepared by Consultant. Contingencies shall be included at the appropriate percentage.

Construction Support Phase

Design Drawings and Contract Documents

City will have copies of the design drawings and Contract Specifications reproduced for bidding purposes. The City will provide copies of available Record Drawings as necessary.

Questions During Bidding and Pre-Construction Meeting

Consultant shall answer questions regarding the Technical Provisions, the design drawings, or conflicts in the design during the bidding process and pre-construction meeting. Consultant shall attend the pre-bid and pre-construction meeting. Consultant shall assist the City, at no charge, in preparation of Addenda regarding changes in the contract documents due to omissions, conflicts, corrections, clarifications, and the like.

Questions During Construction and Requests For Information (RFIs)

Consultant shall be available to answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the construction, and assist the City in issuing Change Orders (COs) regarding omissions or conflicts in the design, at no charge to the City. Consultant shall provide responses to RFIs.

Review Consultant Submittals

Consultant shall review Consultant submittals, including shop drawings, as requested by the City.

Preparation of As-Built Drawings

Consultant shall incorporate all redline comments prepared by Consultant and Project Inspector on the signed design Plans. The as-built drawings shall be provided to the City and approved prior to release of the final progress payment. Consultant shall also provide electronic as-builts to the City, in addition to updated Mylars as the project's As-Built.

Owner Original Drawings, Documents, and Other Information

The City will be the owner of all original drawings, documents, and digital information. All digital and/or computer-generated drawings shall be the property of the City and shall be submitted to the City on a CD-RW disk.

**WATER SECURITY CAMERAS, WASTEWATER FLOW METERS
AND TELEMETRY UPDATE
SECTION B
INSTRUCTION TO PROPOSERS**

PROPOSAL REQUIREMENTS

Each individual or firm (Proposer) submitting a proposal shall meet all of the terms and conditions specified in this RFP. By its proposal submittal, the Proposer acknowledges agreement with the acceptance of all provisions of the RFP.

Each proposal must contain the following:

- A. Introduction and Cover Letter – Provide a cover letter describing your interest in this RFP.
 - 1. Provide the name, address, phone number, fax number, and email address of the contact person.
 - 2. If your firm is subcontracting portions of this work, please indicate the firms with which you will be partnering along with the name, address, phone number, fax number, and email address of the contact person. Indicate the task that will be subcontracted and how the subcontract work will be managed and checked for quality control.

- B. Explanation of how Proposer will perform the work.

Proposer must describe in detail how the requirements of this RFP will be met, and may provide additional related information with the proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Work, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions and responding to the RFP requirements.

If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this RFP, may be rejected.

- C. Tentative schedule by phase and tasks to be completed.
- D. Estimated hours for Proposer staff in performing each phase of the work, including sub-consultants
- E. Services and data to be provided by City of Thousand Oaks.
- F. Proposer's qualifications.
- G. Proposer's background.
- H. Security System Design Specifications and Drawings.
- I. Flow Metering Design Specification and Drawings.
- J. Administration services for evaluating and recommending and companies for installation and construction.

Each Proposer shall be skilled and regularly engaged in the general class or type of work called for in this RFP. The Proposer's experience shall be set forth and submitted, as follows:

- 1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- 2. Location of company offices.
- 3. Location of the officer servicing any California accounts.
- 4. Number of employees both locally and nationally.
- 5. Locations from which employees will be assigned.
- 6. Name, address, email address, and telephone number of the Proposer's point of contact for this project.
- 7. Company background/history and why Proposer is qualified to provide the services described in this RFP.
- 8. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.
- 9. Proposer's Dun and Bradstreet number.
- 10. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 11. Proposer's bank of record.

H. Negative History.

Proposer must include in his/her proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable within the last 5 years.

If there is no information to disclose then, Proposer must affirmatively state there is no negative history.

Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

I. Client References.

A minimum of three references from similar projects performed (references from local government clients are preferred) within the last five years must be provided. Information provided shall include:

1. Client name, client Project Manager, address, telephone number, and email address. If client is not a local government, please indicate the type of business.
2. Type of service provided to client.
3. Project description.
4. Project dates (starting and ending).
5. Staff assigned to that project.
6. Discuss final outcome.

J. Compensation.

Proposal must list Maximum Payment in a not to exceed amount, as well as providing a breakdown of cost to complete the work including, but not limited to, hourly rates, reimbursable and maximum anticipated cost and unit cost for equipment.

K. Any other information which would assist City in making this contract award decision.

L. Documents to be returned with proposal. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. See Section D of RFP

Exception services for private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Procedures must assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies.

Standard Terms Applicable to All Proposals

Acceptance Period. Unless otherwise specified herein, proposals are firm for a period of one hundred and twenty (120) days.

Addenda Acknowledgment. Each proposal shall include specific acknowledgment of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as non-responsive.

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

Proposal Retention. City reserves the right to retain all proposals for a period of one hundred and twenty (120) days for examination and comparison.

Business Tax. Selected Proposer must have a valid City of Thousand Oaks Business Tax Certificate prior to execution of the contract. Additional information regarding the City's Business Tax program may be obtained by calling (805) 449-2201.

Cancellation of Solicitation. The City of Thousand Oaks may cancel this solicitation at any time.

Compliance with Laws. All proposals shall comply with current federal, state, and other laws relative thereto.

RFP Documents, Examination. It is the responsibility of the Proposer to carefully and thoroughly examine the documents contained in this RFP. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision or equipment necessary to perform the work as specified by this RFP. The

failure or neglect of the Proposer to examine the RFP Documents shall in no way relieve him from any obligations with respect to this solicitation. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP and the project. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Cost of Proposal. City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.

Definition of Terms. For purposes of this RFP the following definitions apply:

- a. **City of Thousand Oaks and City.** City of Thousand Oaks and City are used interchangeably and are synonymous with one another.
- b. **Consultant.** Same as Successful Proposer.
- c. **Review Committee.** An independent committee established by the City to review, evaluate, and score the proposals, and to recommend award of the proposal determined by the committee to be in the best interest of the City.
- d. **May/Should.** Indicates something that is not mandatory. Failure to do what "may" or "should" be done will not result in rejection of your proposal.
- e. **Must/Shall.** Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement may be deemed non-responsive and not be considered for award.
- f. **Proposer.** The person or firm making the offer.
- g. **Proposal.** The offer presented by the Proposer.
- h. **RFP.** Acronym for Request For Proposals/Request for Qualifications.
- i. **Submittal Deadline.** The date and time on or before all proposals must be submitted.
- j. **Successful Proposer.** The person, Consultant, or firm to whom the award is made.

Disqualification of Proposer. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City of Thousand Oaks may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

Documents to Be Returned with Proposal. Failure to completely execute and submit the required documents before Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal deadline are listed on the form entitled "Proposal Documents to be Returned" and attached hereto.

Execution of Agreement. Successful Proposer will be required to execute an agreement in the form attached hereto in Section E of this RFP and comply with all requirements of said Agreement. In case of failure of the Successful Proposer to execute and return the contract and all required documents within the time allowed, the City may, at its option, consider that the Proposer has abandoned the contract, in which case the Proposal Security Bond, if one was required, shall be forfeited by the Proposer and become the property of the City.

Conflict of Interest. Proposer covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Consultant certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Thousand Oaks.

Questions and Comments. Questions and comments regarding this solicitation must be submitted in writing, either by mail or facsimile to Grahame Watts, Operations Manager, City of Thousand Oaks, 1993 Rancho Conejo Boulevard, Thousand Oaks, CA 91320, or faxed to (805) 498-4941 at least fifteen (15) days before the submittal deadline. Any response will be in a form of an addendum and will be sent as promptly as is practical to all parties registered with the City pursuant to the Registration Section set out below. All such addenda shall become a part of the RFP. Any prospective Proposer who obtained the RFP from anyone other than the City is responsible for registering with the City to receive subsequent Addenda.

Submittal. One original and eight (8) copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original proposal marked "ORIGINAL" and all required identical copies. If discrepancies are found between the copies, or between the original and copy or copies, the ORIGINAL will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

Proposal Deadline. Proposals shall be submitted in a sealed envelope and plainly marked on the outside of the envelope, WATER SECURITY CAMERAS, WASTEWATER FLOW METERS AND TELEMTRY UPDATE, Chris Meske, Senior Purchasing Specialist, and May 27, 2010 at 3:00 pm. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled Submittal Deadline will be returned unopened. Proposals postmarked prior to submittal deadline, but received after the deadline will be returned unopened. The City reserves the right to extend the Submittal Deadline when it is in the best interest of the City.

Registration. **Proposers are required to register** with the City prior to downloading documents from the website and **to be eligible to submit a proposal**. This information

is used to notify Proposers via e-mail of addenda to procurement actions. You may view summary information about solicitations but you must be registered at this site and be logged in before you can download solicitation documents:

<https://www.ebidexchange.com/toaks>.

Proposer when registering you must use the one of the following commodity codes: 918-30, 925-085, 925-200, 925-210, 925-245, 925-250, 930-160, 990-050, 995-010, 995-115. Those needing assistance registering at the website may contact Peggy Brown, Senior Purchasing Specialist, (805) 449-2212; Facsimile: 805 449-2250; email: pbrown@toaks.org; or Carolyn Meeks, Purchasing Supervisor, (805) 449-2226; email: cmeeks@toaks.org. Solicitations may be downloaded by vendors who have registered online at the City's Purchasing website; proposals may not be submitted online.

A Proposer who fails to register with the City as outlined above may be deemed non-responsive and not be considered for award.

Proposal Modifications. Any Proposer who wishes to make modifications to a proposal already received by the City must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

Proposal Withdrawal. A Proposer may withdraw proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to Chris Meske, Senior Purchasing Specialist, 1993 Rancho Conejo Boulevard, Thousand Oaks, CA 91320, to withdraw, in which event the proposal will be returned to the Proposer unopened.

Proprietary Information. The original copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the City, the City will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

Payment Bond. Upon execution of the contract, the Successful Proposer will be required to furnish a Payment Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

Performance Bond. Upon execution of the contract, the Successful Proposer will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

**WATER SECURITY CAMERAS, WASTEWATER FLOW METERS
AND TELEMETRY UPDATE
SECTION C
PROPOSAL REVIEW PROCESS**

PROPOSAL REVIEW AND AWARD SCHEDULE

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

Issued RFP	04/16/10
Proposals Submittal Deadline	05/27/10
Complete proposal Evaluation	June 2010
Conduct Finalist Interviews	July 2010
Contract Negotiations	July 2010
City Council Meeting Select	
Proposer & Award Agreement	September 2010
Execute Contract	September 2010
Begin Work	September 2010
Complete Work	06/30/11

Proposal Opening/Rejection/Waiver

All proposals, irrespective of irregularities or informalities, will be opened at the time stipulated in the RFP document. This is not a public opening. A tally of the names will be performed and may be released upon request. **No other information will be released.**

The City of Thousand Oaks reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the RFP or subsequent addenda.

City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City of Thousand Oaks.

PROPOSAL REVIEW PROCESS AND AWARD OF CONTRACT

Proposals will be evaluated by a review committee of City staff using a two-stage selection process described below.

The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. The criteria, however, are not listed in any order of preference. Weight factors and evaluation scores will not be released. The City is not obligated to accept the lowest proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Phase 1 – Written Proposal Review/Finalist Candidates Selection.

The City reserves the right to further negotiate the proposed work scope and/or method and amount of compensation.

A group of finalist candidates may be selected for follow-up interviews and presentations.

The Evaluation Criteria are as follows:

- a. Understanding of work required by City of Thousand Oaks.
- b. Proposed approach in completing the work.
- c. Quality, clarity and responsiveness of proposal.
- d. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation.
- e. Number of years of experience the Proposer has in this type of business and with accounts of this size.
- f. Demonstrated competence.
- g. Experience in performance of comparable work or delivery of comparable goods.
- h. Reasonableness of cost.
- i. Financial stability.
- j. Conformance with the terms of this RFP.
- k. Price submittal.

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

Discussions may, at the City's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written

revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

Phase 2 - Oral Presentations/Interviews and Consultant Selection.

Finalist candidates will be invited to make a presentation to the Review Committee and answer questions about their proposal. The purpose of this second phase is two-fold: to present the project and to clarify and resolve any outstanding questions or issues about the proposal.

The City reserves the right to further negotiate the proposed work scope and/or method and amount of compensation.

Contract award will be based on a combination of factors that represent the best overall value for completing the work as determined by City, including: the written proposal criteria described above; results of background and reference checks; results from the interviews and presentation phase; and proposed compensation.

A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City in its sole discretion may negotiate a contract with another Proposer or withdraw the RFP.

**WATER SECURITY CAMERAS, WASTEWATER FLOW METERS
AND TELEMETRY UPDATE
SECTION D
REQUIRED FORMS**

PROPOSAL FORMS TO BE RETURNED

The following forms are included with the RFP and must be submitted with the proposal document on or before the Submittal Deadline.

- A. Non-Collusion Affidavit

Failure to complete, sign, and return the above proposal forms with your proposal may render it non-responsive.

**NON-COLLUSION AFFIDAVIT FORM
WATER SECURITY CAMERAS, WASTEWATER FLOW METERS
AND TELEMETRY UPDATE
TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

I, _____, hereby declare as follows:

I am _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer Signature _____

By Name _____

Title _____

Organization _____

Address _____

**WATER SECURITY CAMERAS, WASTEWATER FLOW METERS
AND TELEMTRY UPDATE
SECTION E
FORM OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
(Insert Name of CONSULTANT or CONTRACTOR)**

THIS AGREEMENT is made and entered into this day day of Month, 20 , by and between the **CITY OF THOUSAND OAKS**, a municipal corporation (herein referred to as "City"), and , (herein referred to as "Consultant").

City and Consultant agree as follows:

1. RETENTION AS CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are as follows:

Professional services in conjunction with . Services shall generally include , as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. Consultant shall deliver to City the deliverables defined in Exhibit "A" <or> as follows:

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. Except for authorized extra services (pursuant to Section 4), the total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$ (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant until , after which any change in said rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation

due Consultant for all work described under this Agreement.

(b) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

4. EXTRA SERVICES

City shall pay Consultant for those City authorized extra services, not reasonably included within the services described in Section 2, such amounts as mutually agreed to in advance. Unless City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is .

City shall perform the services defined in Exhibit "A" <or> as follows:

6. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to _____, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed until (i) Consultant furnishes proof of insurance as required by paragraph 10 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager. All services shall be completed within _____ calendar days following the notice to proceed <or> according to the following schedule: .

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and

specifications for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONSULTANT

This Agreement is for professional services which are personal to City. is deemed to be specially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. The following portions of the work will be subcontracted out to other parties by Consultant:

This Agreement is not assignable by Consultant without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Consultant's Damages. Consultant holds City, its elected officials, officers, agents, and employees, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subconsultants, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Consultant is on City property, or which are connected, directly or indirectly, with Consultant's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Consultant shall investigate, defend, and indemnify City, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of Consultant or any of Consultant's officers, agents, employees, representatives, subcontractors, or subconsultants, or the willful misconduct of Consultant or any of Consultant's officers, agents, employees, representatives, subcontractors, or subconsultants, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 10.

10. INSURANCE

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. Consultant shall also, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry: (1) as determined by City, Professional Errors and Omissions insurance in the amount of \$1,000,000.00, with tail coverage for an extended reporting period of 3 years; and (2) General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. Except under its Professional Errors and Omissions policy, City, its elected officials, officers and employees, shall be named as additional insured. Consultant shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City.

11. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent Consultants and that in no event shall Consultant be considered an officer, agent, servant or employee of City. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

13. TERMINATION BY CITY

City, by notifying Consultant in writing, may upon _____ calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If termination is for cause, no notice period need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement

by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, Consultant shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Consultant will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial

interest in Consultant's business by any City employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

21. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Consultant.

24. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

25. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

26. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

27. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

28. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

29. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention:
 Department
 City of Thousand Oaks
 2100 Thousand Oaks Boulevard
 Thousand Oaks, CA 91362

TO CONSULTANT:

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CONSULTANT

CITY OF THOUSAND OAKS

Dennis C. Gillette, Mayor

ATTEST:

Linda D. Lawrence, City Clerk

APPROVED AS TO ADMINISTRATION:

Scott Mitnick, City Manager

APPROVED AS TO FORM

Amy Albano, City Attorney

**WATER SECURITY CAMERAS, WASTEWATER FLOW METERS
AND TELEMTRY UPDATE**
Appendix A

