

REQUEST FOR PROPOSAL

For
City of Manteca
Transit Center Audio-Visual Improvements
and Upgrades (CIP 20056)



August 3, 2020

Response Due:

Thursday, September 3, 2020 @ 4:00 PM
Late submittals will not be accepted.

City of Manteca
Development Services
Attention: Juan Portillo
1001 West Center Street
Manteca, CA 95337

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Section 1 General Information

1.1 Introduction

The City of Manteca (“CITY”) is issuing this Request for Proposals (RFP) to solicit responses from qualified contractors (“Proposer”) with experience in designing, procuring, installing and supporting audio-visual (“AV”) solutions, with a proven track record of similar projects. Respondents will be competing against each other for selection to provide the services set forth herein (“Services”). The submission of all Respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP.

1.2 CITY’S Rights

The CITY’S rights include, but are not limited to, the following

- Issuing addenda to the RFP, including extending or revising the time line for submittals.
- Withdrawing, reissuing, or modifying the RFP.
- Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.
- Executing an Agreement with a PROPOSER on the basis of the original proposal and/or any other information submitted by the PROPOSER during the procurement process.
- Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirement of the RFP, as may be deemed to be in the best interest of the CITY.
- The CITY may, but is not bound to, commence negotiations with a selected PROPOSER.
- Discontinuing its negotiations after commencing negotiations with a selected PROPOSER, if progress is unsatisfactory in the sole judgment of the CITY, and commencing discussions with another qualified PROPOSER.
- CITY reserves the right to audio and video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process. With the exception of open public meetings, all recordings shall be deemed confidential until after the award of the contract by the City Council.

1.3 PROPOSER’S Responsibilities

It is the responsibility of each PROPOSER to:

- Examine this RFP, including all appendices and attachments, thoroughly.
- Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP.
- Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, permitting, progress, performance, or services.
- Clarify with the CITY any conflicts, errors, or discrepancies in this RFP in accordance with the deadlines specified herein.

- Agree not to collaborate or discuss with other PROPOSERS the content of the proposal or service fees proposed.
- Prior to submitting a proposal, each PROPOSER will, at his/her own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project and that PROPOSER deems necessary to determine its proposal.
- Each PROPOSER shall use mail, fax, email or other delivery mechanism at its own risk, and the CITY shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.

1.4 Consequence of Submission of Proposal

The submission of a proposal will constitute a binding representation and warranty by the PROPOSER that the PROPOSER has investigated all aspects of the RFP and its own proposal; that the PROPOSER is aware of the applicable facts pertaining to the RFP process, its procedures and requirement; that the PROPOSER has read and understands the RFP and has complied with every requirement; that without exception the proposal is premised upon performing and furnishing the services required by this RFP and the attached Agreement and such means, methods, techniques, sequences of procedures as may be indicated in or required by this RFP and the Agreement; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the requested services.

The submission of a proposal shall not be deemed an agreement between the PROPOSER and the CITY. The proposal is a contractual offer by the PROPOSER to perform services in accordance with the proposal. Specifically, the following provisions apply:

- The CITY shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- Acceptance of a proposal by the CITY obligates the PROPOSER to enter into any Agreement with the CITY for the performance of the services chosen by the CITY at its sole discretion.
- The Agreement shall not be binding or valid against the CITY unless and until it is executed by the CITY and the selected PROPOSER, and the PROPOSER'S performance bond, insurance, and/or other surety guarantee have been accepted by the CITY.

The proposals received shall become the exclusive property of the CITY. At such time as the Agreement award is recommended to the Manteca City Council, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records.

1.5 Cost of Submitting Proposals

The cost of investigations, preparing, and submitting a proposal is the sole responsibility of the PROPOSER and shall not be chargeable in any manner to the CITY. The CITY will not reimburse any PROPOSER for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, or negotiating an Agreement with the CITY.

Section 2 Background

2.1 Transit Center

The City of Manteca opened the Manteca Transit Center at 220 Moffat Boulevard in October 2014. Constructed as both a transit hub and community meeting space, the building is a total of 9,695 square feet with office space for transit operations, lobby, multipurpose room, and commercial kitchen. The multipurpose room has a collapsible wall that can separate the room in order to utilize the space as one large or two smaller rooms.

The Center's audio-video system is currently comprised of the following equipment. For purposes of describing existing equipment located within the multipurpose rooms, components will be labeled by the room it is located in when divided.

- One ceiling mounted projector (large room)
- One motorized screen (large room)
- Wall mounted motorized screen and projector controller (large room)
- Three large screen televisions (small room)
- AV Closet (small room)
- Two handheld wireless microphones
- Two wireless lapel microphones
- One large screen television (lobby)
- One large screen television (conference room)

Section 3 Schedule & Submittal Instructions

3.1 Schedule

The CITY intends to adhere to the schedule provided in Table 3-1 for the award of bid for the Transit Center Audio-Visual Improvements and Upgrade. This schedule may change at the CITY'S sole discretion.

Table 3-1 Procurement Schedule	
Activity	Date
Pre-Proposal Walk Through	August 18, 2020
Questions/clarifications submission deadline	August 2020 , 2020
City response to questions/clarification deadline	August 27, 2020
Proposal submission deadline	September 3, 2020
Interviews (if necessary)	September 16, 2020
Presentation of staff recommendation to Council and award Agreement	October 6, 2020

3.2 Proposal Submission

Sealed proposals must be received by the Office of the City Clerk at the address below, no later than 4:00 p.m., Thursday, September 3, 2020.

City of Manteca
Attn: Juan Portillo, Transit Manager
~~1001 W. Center St.~~ 220 Moffat Blvd.
Manteca, CA 95337

- **Technical and Price Proposal**

One (1) original and four (4) copies of proposal must be provided to the CITY. Proposals must be sealed and marked "Transit Center AV Improvements and Upgrade (CIP 20056)". Proposals received after this specified date and time shall be considered late and shall not be considered for award.

3.3 Pre-Proposal Transit Center Walk Through

A pre-proposal transit center walk through will be held on August 18, 2020 at 9:00 AM at the Transit Center (220 Moffat Blvd.). It is recommended, but not mandatory, that potential Proposers attend this walk through to understand the Transit Center layout and current AV setup and equipment.

3.4 Written Questions

RESPONDENTS must submit written questions and requests for clarification or additional information regarding the meaning or intent of the RFP content, its process and enclosures by 4:00 p.m. on August ~~2020~~, 2020 to:

City of Manteca
Attn: Juan Portillo, Transit Manager

1001 W. Center St. 220 Moffat Blvd.
Manteca, CA 95337
Email address: jportillo@mantecagov.com

The CITY will not respond to questions received after 4:00 p.m., August ~~2025~~, 2020. The CITY will respond to PROPOSER'S questions in writing no later than 5:00 p.m., August 27, 2020. All communications between the CITY and individual PROPOSERS will be documented and transmitted simultaneously to all PROPOSERS.

3.5 Clarification/Interviews

PROPOSER may be asked to clarify proposal information through writing or interviews. The clarification period will begin when the proposals are submitted. PROPOSER may be required and shall be prepared to attend an interview with the Selection Committee. The CITY may choose, at its sole option, not to interview all PROPOSERS. The CITY may reject any or all proposals submitted, or at its sole discretion, award the Agreement to the best PROPOSER without any interviews.

The interviews, if necessary, are tentatively scheduled for September 16, 2020. If an interview is requested, the PROPOSER will be advised of the specific time and location of the interview.

3.6 Accuracy in Reporting Requested Information

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will be, at the CITY'S sole discretion grounds for removal of a proposal from further consideration. In the event a PROPOSER is awarded an Agreement as a result of this RFP, any inaccurate or misleading information subsequently discovered by CITY to be a part of the proposal will be, at the CITY'S sole discretion, grounds for PROPOSER'S termination by default under the terms of the Agreement.

Section 4 Proposal Requirements

4.1 Performance Requirement

The PROPOSER will be required, at all times during the terms of the Agreement, to perform all services diligently, carefully, and in a professional manner; and to furnish all labor, supervision, machinery, equipment, material, and supplies necessary therefore, as required under the Agreement. The Contractor shall conduct all work in the Contractor's own name and as an independent contractor and not in the name of, or as an agent for the CITY.

4.2 Content of Technical Proposals

- A. Executive Summary: PROPOSER should provide a summary of their organization, their qualifications and their proposed approach for working with CITY. This summary should be a maximum of two pages in length.
- B. Project Approach: PROPOSER must provide description of the approach they will use to complete the project and provide the required deliverables, including a high-level project plan. PROPOSER must provide a clear and concise task-oriented work plan and schedule for the project. PROPOSER may use the following schedule template, adding any associated key sub tasks as necessary.

Task	Start Date	End Date	Status	Responsible Party
Planning and Kick Off Meeting				
1. Enter subtask				
2. Enter subtask				
Task/Milestone				
1. Enter subtask				
2. Enter subtask				
Task/Milestone				
1. Enter subtask				
2. Enter subtask				

PROPOSER shall submit a complete Scope of Work that explains in detail the PROPOSER's offering. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in the resultant contract. The RFP contains the minimum list of services and deliverables the selected PROPOSER is expected to provide to CITY. See Appendix A for CITY Scope of Work/Needs.

- C. Proposed Team and Organizational Chart of Proposed Team
- D. Resumes of Key Personnel for this Contract
- E. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract

- F. Key Personnel Participation in Example Projects
- G. General Services Agreement Concerns: Proposers should provide comments on the City's General Services Agreement if there is language that they would like reviewed, removed, or altered.

4.3 Content of Price Proposal

A price proposal must be submitted in a sealed envelope and marked, "Price Proposal". A total proposed "Not to Exceed" costs of the services, in addition to a standard line item budget consistent with the tasks identified in the Scope of Work. The price proposals should assign time (hours) and costs (by work task), along with percent of time assigned to the project and hourly rates for all project personnel.

4.4 Performance Bond

The selected Contractor will be required to procure, at its expense, and keep in effect at all time during the term of the Agreement, a \$20,000 surety bond. Each PROPOSER shall include in its proposal a letter from an admitted surety insurer stating PROPOSER'S ability to be bonded.

4.5 Willingness to Accept Proposed Arrangements

Submission of a proposal constitutes an offer to enter into a binding legal contract with the CITY on all of the terms specified in this RFP (including Appendix A: Scope of Work, Appendix B: Agreement for Professional Services).

Section 5 Evaluation and Selection Process

Proposals submitted in response to this RFP will be evaluated in accordance with the criteria set forth in Section 5.2 below. The Evaluation Committee shall score the proposals and make a recommendation to the Project Manager as to which PROPOSERS are within the competitive range.

5.1 Evaluation and Selection Process

Interviews may be held by the Project Manager and/or her representatives with PROPOSERS determined to be in the competitive range. The Project Manager and/or their representatives shall have the right to conduct a cost/price analysis, to review and audit all business records and related documents of any and all PROPOSERS (including any affiliate or parent company, partner, or joint venture member) to determine the fairness and reasonableness of the proposal, to contact any and all client references, and to conduct site visits and investigations. An interview and presentation may be required.

City Council Makes Final Determination. After the review and scoring, the Project Manager shall submit a recommendation for award of the Agreement to the City Council. After review and consideration of this recommendation, the City Council shall have the discretion to: 1) award the Agreement to the PROPOSER whose proposal is most advantageous to the CITY, price and other evaluation factors specified in Section 5.2 of this RFP considered, or 2) reject any and all proposals. The City Council is not bound by the recommendation of the Evaluation Committee.

Notwithstanding the above, the CITY reserves the right to make the award under this RFP based upon the initial proposals submitted.

5.2 Evaluation Criteria

Evaluation Criterion	
1	Experience and past performance with similar work
2	Technical Criteria: methods, designs, and systems proposed to be used
3	Quality of personnel dedicated to this project
4	PROPOSER's office proximity to the CITY
5	Reasonableness of budget and schedule

5.3 Notification to Unsuccessful PROPOSERS

Unsuccessful PROPOSERS shall be notified of CITY'S award of the Agreement to the successful PROPOSER within ten (10) working days of said decision.

Appendix A – Scope of Work

The purpose of this procurement is to select a vendor to provide an AV solution for the CITY's Transit Center located at 220 Moffat Boulevard in Manteca. The AV solution must be reliable and easy to use and must be capable of being utilized both independently by each room simultaneously as well being joined as an integrated system for larger meetings.

The primary goals of this project are as follows:

- Professionally designed, intuitive solution that can be setup and used by all CITY employees through a wall mounted and remote control panel and easy to follow instructions.
- The solution must accommodate two independent, simultaneous classrooms as well as one integrated system when the rooms are joined together.
- A clean professionally installed solution by a certified electrician.

Tasks and deliverables required from this effort will include but are not limited to:

- Develop design drawing(s) and final specifications for the AV solution to be approved by CITY, including recommendations related to location of electric outlets and other system components.
- Procure the AV solution (as approved by CITY) and deliver the AV solution to the Transit Center.
- Install the AV solution in the Transit Center, to include running all AV and data cables within the multipurpose rooms and staff conference room.
- Test the solution for all possible meeting scenarios and adjust the AV components for the best overall fit for each room.
- Deliver instruction and onsite training to the IT staff and core user group.
- Post written instructions in each room and provide appropriate follow up based on actual user experience and troubleshoot to address issues that arise.
- Provide as-built drawings at project close-out.

Project Assumptions:

Contractor should base its proposal on the following assumptions:

- Contractor will be required to perform the installation on scheduled days approved by CITY as to not disturb prescheduled meetings.
- Appropriate CITY staff members will be available for consultation with Contractor's engineers as needed to provide information or answers to specific questions related to the current environment.
- Any existing network and building specifications will be made available to Contractor.
- Contractor is expected to procure all new equipment. The current equipment is not expected to be used as it has proved unreliable for our needs.
- Contractor is expected to complete, or sub out, all electrical work required for this project. The City does not have the manpower to complete this work, but building maintenance staff is available to assist with questions related to this work.

Multipurpose Rooms and Conference Room Needs

- All AV components should be controlled on a device, such as an iPad, and through wall mounted controller. AV components include: ceiling mounted speakers, microphones, projectors, projector screens, televisions, lights, and window shades.
- New AV components to include:
 - ~~Advanced WiFi (greater bandwidth).~~
 - Three new projectors (two in the large multipurpose room, one in the small multipurpose room).
 - Two new projector screens (contractor will evaluate current projector for compatibility with recommended AV solution).
 - One display screen to be mounted in the hallway nook.
 - Microphones (lapel, handheld, and conference mics) to be used separately and concurrently. Up to seven (7) microphones should be able to be used at one time.
 - Video conferencing capability in the Conference Room and on both sides of the Multipurpose Room, to include cameras.
 - Facebook Live capability in the Multipurpose Room
 - Permanent presentation computer in the large and small multipurpose room, ~~to include removal of wet bar area and installation of cabinetry to house computer and related components.~~
- Upgrade/evaluation of the following existing equipment:
 - Floor boxes in multipurpose room and conference room to ensure each accessory is working, is functional, and connects to the control panel. (USB/HDMI/phone input/etc.)
 - ~~Display screen in office area to view exactVision security cameras.~~
 - Conference room table for ease of connection to display monitors.
 - Lobby television for announcements.
 - Speakers in the multipurpose rooms
- Additional considerations:
 - The AV solution should be designed in such a way to be used with little to no need for instruction, or instructions should be minimal and easy to follow.
 - Contractor must provide sufficient training on devices, troubleshooting support, and a contact for future needs. Project will not be deemed complete until testing and training is complete.
 - Provide 2-year service and support for all AV systems installed and upgraded as a result of this RFP. To include on-site service and support as needed.
 - Provide a comprehensive equipment list to CITY, to include how-to guides for future use.
 - Provide as-built documents at the completion of the project.

1. Phase I - Design

- 1.1 Contractor will submit for CITY approval the recommended AV solution design, which will include:
 - A. Design drawing(s) and specifications (detailed description of the equipment and configuration).

- B. A project plan and schedule.

2. Phase II – Procurement and Delivery

- 2.1 The contractor will procure all components associated with the approved AV solution.
 - A. Contractor will procure the AV equipment and assure that all parts, licenses, and equipment are delivered and in working order.
 - B. All equipment licenses will be registered to CITY as the owner.
 - C. All equipment will come with a minimum one year warranty.
 - D. All delivery, shipping, and travel expenses should be included in the contractor's proposed cost.

3. Phase III – Configuration and Site Preparation

- 3.1 Contractor is expected to configure the equipment and prepare the rooms for installation. Prior to installation, contractor will review the installation and schedule with CITY staff.

4. Phase IV - Installation

- 4.1 CITY staff will coordinate with the contractor on the installation.
 - A. Contractor will schedule pre and post project meeting to review project details and schedule.
 - B. Contractor will supply experienced, certified AV engineers as part of the configuration and installation.
 - C. All work will be performed in a clean, professional manner.

5. Phase V – Testing

- 5.1 The testing phase will include CITY staff members and the Contractor sales and installation team. Testing will include, but is not limited to:
 - A. Present two different video and PowerPoint presentations in each room and then join them as one.
 - B. Adjust the video and volume controls to verify they are in good working order.
 - C. Speaker testing from the podium from both wired and wireless microphones with meeting participant feedback of sound from all areas of both rooms.
 - D. Recommend the adjustments on shades and room lighting for optimal environment.
 - E. Join a teleconference meeting and verify sound and video quality is of high quality.
- 5.2 Training will include CITY staff and the installer or project manager from the contractor. Training will include, but is not limited to:
 - A. Contractor must provide sufficient training on devices, troubleshooting support, and a contact for future needs. Project will not be deemed complete until testing and training is complete.

Appendix B – General Services Agreement

GENERAL SERVICE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20__, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and _____, a _____ corporation ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the _____ services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated _____, and attached hereto as Attachment 2. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the _____ services is sometimes referred to herein as “the Project.”

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant’s services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 3. All work shall be completed no later than _____. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed _____ DOLLARS (\$_____). Payment by

City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's

name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder; no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and
- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be _____. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 4. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, it's elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
 1001 W. Center Street
 Manteca, CA 95337
 Attention: _____

If to Consultant: _____

 Attention: _____

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal dated ____ and this Agreement (which includes Attachment 1 and Attachment 3) this Agreement and its attachments shall take precedence over Consultant's proposal.

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TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

CONSULTANT:

Benjamin J. Cantu,
Mayor

*(Type name of Consultant/form of organization)**

ATTEST:

By: _____
(Signature)

John Tresidder,
Director of Legislative Services

(Type name and title)

COUNTERSIGNED:

By: _____
(Signature)

Lisa Blackmon,
Acting Director of Finance

(Type name and title)

COUNTERSIGNED:

Address: _____

Dawn Lichti,
Acting Administrative Services Director

Telephone: _____

APPROVED AS TO FORM:

John Brinton,
City Attorney

Appendix C – Transit Center Plans

The following building plans are available on the City website at the following locations:

1. Architectural Plans: <https://www.ci.manteca.ca.us/RFPFiles/Architectural.pdf>
2. Electrical Plans: <https://www.ci.manteca.ca.us/RFPFiles/Electrical.pdf>

*The following building plans are also available upon request: Civil, Mechanical, Plumbing, and Structural