

CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP) FOR
GOVERNMENT ACCESS CHANNEL EQUIPMENT REPLACEMENT AND DESIGN SERVICES
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 20-011)**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, JUNE 18, 2020,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997 AND ELECTRONICALLY TO
CITY.CLERK@STOCKTONCA.GOV**

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AND DESIGN SERVICES
PUR 20-011

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for specifications for **GOVERNMENT ACCESS CHANNEL EQUIPMENT REPLACEMENT AND DESIGN SERVICES, (PUR 20-011)** in strict accordance with the specifications.

The City of Stockton ("City") is soliciting proposals for professional services to update, replace and add audio, video and control components to the City Council Chambers for the production and broadcast of Government Access television programming. The source of funding is a one-percent (1%) PEG (Public, Educational and Governmental Access) Support Fee, currently collected from the two video services providers authorized under State franchises by the California Public Utilities Commission (CPUC) and Stockton Municipal Code (SMC) 11.24 *State Video Service Franchises*. All expenditures and use of these funds must follow the Federal Communications Commission (FCC) 1984 Federal Cable Act (Section 542) and State of California Digital Infrastructure and Video Competition Act of 2006 (DIVCA), and City codes, policies and procedures.

SPECIAL NOTICE: Due to the COVID-19 pandemic the City of Stockton is currently closed to the public and a job walk for proposers to see the chambers is not allowed at this time. For further information please reference the following for formal notices: www.stocktonca.gov/covid19

The reading of the responses to this RFP will be live-streamed from Council Chambers (no audience) at the prescribed time. Viewing is accessible at the following link and by selecting "Bid Opening" for the desired project: www.stocktonca.gov/councilmeetings, or by dialing the open conference line at (209) 232-4684.

The City will consider hosting a virtual meeting with proposers to view the chambers and the current equipment on May 20, 2020, during business hours. Those parties interested in this OPTIONAL EVENT must send an email to the *Project Contact* below by Thursday, May 19, 2020, 5:00p.m., and the appropriate information will be provided to join in a virtual bid walk.

Proposal forms and specifications are available on the City's website at www.stocktonca.gov/adminbid and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, CA, 95202, up to but not later than, **Thursday, June 18, 2020, 2:00 p.m., local time.** All responsive proposals shall be reviewed and evaluated by the City in order to determine which proposers best meets the City's needs for this Project by demonstrating the competence and professional qualifications necessary for satisfactory performance of the required services. The City reserves the right to reject any and/or all proposals received or waive any irregularities in any proposal or the proposal process. Any and all requests for clarification about the project must be submitted in writing no later than May 27, 2020.

Project Contact

Connie Cochran
(209) 937-8827

Connie.Cochran@stocktonca.gov

Dated: May 14, 2020 ELIZA GARZA, CITY CLERK OF THE CITY OF STOCKTON

DISCLAIMER: The city does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

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PROPOSER'S CHECKLIST

Did You:

- * ___ Complete the following proposal documents
 - * ___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
 - * ___ Provide a copy a current City of Stockton Business License
 - * ___ **Assert insurance requirements will be met as part of your proposal response.** Proposer acknowledges that upon award they will provide, in part, evidence of:
 - o Comprehensive General Liability coverage in the amount of \$2M on an "occurrence" including property damage, bodily injury, persona & advertising injury for not less than \$2M per occurrence.
 - o \$2M per occurrence for general liability, bodily injury, personal injury, and property damage per occurrence.
 - o Name the City of Stockton as Additional Insured.
 - o Workers Compensation as required by the State of California. [not required if consultant provides written verification it has no employees.]
 - o Technology Professional liability (E&O) for claims made at \$2M per occurrence or claim, \$2M aggregate.
 - o Automobile liability claims made at \$1M per occurrence
 - * ___ Sign the "Proposer's Agreement" form. **Include with proposal name and e-mail address for Contractor contact, if different from signatory.**
 - * ___ Review all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid.

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| <ul style="list-style-type: none">* ___ By U.S Mail submit one (1) ORIGINAL (unbound with pagination, no staples) and one (1) bound COPY of all <u>proposal documents with a cost proposal</u> (Exhibit A-1) to City Clerk on or before June 18, 2020, at 2:00p.m.* ___ By electronic mail to City Clerk an electronic version (preferably as a PDF file) of the proposal documents with a cost proposal, to city.clerk@stocktonca.gov, on or before June 18, 2020, at 2:00 p.m. In the subject line type "PUR 20-011" and the project name, "GOVERNMENT ACCESS TELEVISION CHANNEL EQUIPMENT REPLACEMENT AND DESIGN SERVICES." Please note that the date and time of the email communication received by the City Clerk shall be recorded and used as official documentation of proposals received. Any email communication that includes the proposal as an attachment and received at 2:01p.m., or later, on June 18, 2020, will be deemed late and is therefore unaccepted. The proposal is to include all documents, including a scanned copy of the notarized form(s). Proposals will not be returned. |
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CONTACT INFORMATION

CITY OF STOCKTON
ATTN: Connie Cochran
Office of the City Manager
425 N. El Dorado Street
Stockton, CA 95202-1997
Connie.Cochran@stocktonca.gov

CITY OF STOCKTON
ATTN: Chalon Rogers
Procurement Division
400 E. Main Street, 3rd Floor
Stockton, CA 95202
Chalon.Rogers@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered to the City by electronic communications only. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/adminbid by May 29, 2020, and will become a part of the Request. The Proposer should await responses to inquiries prior to submitting a proposal.

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing.

Tentative Project Timeline

Activity	Date and Time
Release of Solicitation	05/14/20
Last Day to submit written questions	05/27/20
Posting of Q&A	05/29/20
Proposals due	06/18/20, 2:00p.m.
Evaluation Period	06/22/20 - 07/01/20
City Council Approval	August 2020
Award and Notice to Proceed	September/October 2020

*City reserves the right to adjust this calendar and notification will be provided through subsequent addenda or direct contact with proposers

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1.0 GENERAL INFORMATION

1.1 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

1.2 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

Proposer must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted September 1, 2009, effective October 1, 2009.

1.3 CONSEQUENCE OF SUBMISSION OF PROPOSAL

- A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
- B. Acceptance by the City of a proposal obligates the Proposer to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the Proposer.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.4 ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with Proposer(s) whose proposal(s) is/are most

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responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this Request.

1.5 RIGHT TO CHANGE, ADDEDNA AND INTERPRATION

The City reserves the right to change the terms and conditions of this Request. The City will notify potential Proposer(s) of any material changes by posting on the City's website. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/adminbid. Failure of any Proposer to not have received such information and/or clarifications/questions/answers shall not relieve such Proposer from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.6 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's best interest. In no event shall City have any liability for the rescission of award. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.7 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Proposer that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the Proposer was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only.

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The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.8 DISQUALIFICATION

Any of the following may be considered cause to disqualify a Proposer without further consideration:

- A. Evidence of collusion among proposers.
- B. Any attempt to improperly influence any member of the evaluation panel.
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP/bid process will, and shall be, just cause for disqualification/rejection of proposer's proposal/proposers bid submittal and considered non-responsive.
- D. A proposer's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between Proposer and the City.
- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.9 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.10 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The Proposer assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If proposers supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the Proposer of the

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process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.11 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful Proposer.

Proposer must possess any licenses, if applicable, to perform the work specified within these documents.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.12 INSURANCE REQUIREMENTS

Proposer/Bidder, at proposers/Bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content. These requirements are subject to amendment or waiver if so, approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proposer shall assert that these insurance requirements will be met as part of their proposal response. *Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive.* Proposer shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. *It is strongly suggested that insurance requirements be reviewed with proposers' broker to ensure any additional costs are included in the proposal pricing component.*

Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.

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1.13 NOTICE TO OUT-OF-STATE VENDOR

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Procurement Division at (209) 937-8357.

1.14 COMPETITIVE PRICING

Proposer warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of Proposer. If Proposer enters into any arrangements with another customer of Proposer to provide product under more favorable charges, economic or product terms or warranties, Proposer shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.15 AWARD

Upon conclusion of the Request process, a contract may be awarded for GATC equipment replacement and design services with the City of Stockton.

The City reserves the right to select the successful Proposer and to negotiate terms of a contract with the Proposer(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

1.16 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the SOLE property of the City of Stockton.

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1.17 CONFIDENTIALITY

If Proposer believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Proposer must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the Proposer believes to be protected from disclosure. The Proposer must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Proposer believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The Proposer is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

**1.18 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR
REGISTRATION REQUIREMENTS**

Prevailing wage rates are required for this project according to State and Federal Labor laws. Prevailing wage rates can be found by logging on to <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

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Department of Industrial Relations- Contractor Registration information and web link: www.dir.ca.gov/Public-Works/PublicWorks.html

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

1.19 PROPOSER'S SAFETY RESPONSIBILITY

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the Proposer or any subcontractor. The Proposer is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the Proposer is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

1.20 PROTEST POLICY

Protest and Appeal Procedures. In order to maintain fairness and impartiality, the City of Stockton has established a solicitation protest policy and procedure.

A. Protest Procedure

1. All protests must be in writing and stated as a formal protest.
2. A casual inquiry, complaint, or a statement of intent to protest that does not provide the facts and issues and does not comply with the content requirements or deadlines, will not be considered or acted upon as a protest.
3. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
4. The solicitation process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to the solicitation process and procedures, including evaluation criteria, should be raised and addressed, if at all, prior to the bid/proposal due date and time to allow adjustments before evaluation of the solicitation.
5. Protests must be filed with the City's Chief Financial Officer, or designee, at the address listed in the Solicitation Protest FAQ

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sheet and Procurement Procedure Manual, not later than five (5) days after the date the City mails the Letter of Intent to Award.

6. Deliveries of the protest by hand, mail, email or fax are acceptable.
7. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
8. The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

B. Protest Review

1. The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
2. The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than five (5) business days after the date the Chief Financial Officer's, or designee's, the decision is mailed, or sent through electronic communications, to the protesting party.
3. The City Manager shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Chief Financial Officer, or designee.
4. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
5. The City Manager's administrative decision is final. After the City Manager issues the final administrative decision, the time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094 or as such section may be amended from time to time.
6. If the protested procurement involves state or federal funds, the Chief Financial Officer, or designee, shall give notice to the interested party that he or she has the right to appeal to the appropriate agency, which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
7. The City may require the protesting party to submit a City Council approved non-refundable protest fee to cover the administrative cost of processing the protest.

Bidders, proposers, and contractors wishing to protest or appeal a procurement or contracting decision by the City must follow the procedures provided by this section. The City will not review protests or appeals that are not submitted in accordance with these provisions and procedures.

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2.0 PROJECT OVERVIEW

The Government Access Television Channel was formerly operated and programmed by the local cable franchise holder, most recently, Comcast. Government meetings were originally staffed, taped, and aired under the franchise agreement with the local cable operator. The City of Stockton has produced programming for its Government Access Television Channel since 1999 and began both operation and programming of the Channel in 2003. Due to equipment and space limitations, City programming and content currently only broadcasts through one video service provider, Comcast. For that reason, it is frequently referred to as "Channel 97," the station number assigned by Comcast.

In 2012, the City adopted Stockton Municipal Code (SMC) Chapter 11.24 *State Video Service Franchises*, acknowledging both Comcast and AT&T as video service providers (formerly cable providers) holding state franchises to provide service in the city of Stockton, and authorizing a 1% PEG fee under the State of California Digital Infrastructure and Video Competition Act of 2006 (DIVCA) and the 1984 Federal Cable Act (Section 542). The Stockton City Council approved the implementation of the fee in March 2015, and the fee became effective in May 2015.

State and federal law restrict the use of these funds to capital expenditures for facilities and equipment used to produce and broadcast programs and information for the public. Since the implementation of the fee, the City has purchased television cameras, sound and recording equipment used "in the field" to produce programming that is aired on Channel 97.

Most of the existing Channel 97 equipment was purchased in 2003 and is obsolete and failing. The equipment is analog and only transmits a signal with the assistance of digital converters installed by Comcast prior to the expiration of the local franchise agreement in 2012. This equipment is currently located at City Hall, primarily in the City Council Chamber, an equipment room adjacent the Chamber, in a separate office occupied by the Channel 97 staff member primarily responsible for this work, and near the video service providers' MPOE (Minimum Point of Entry), including all cabling and wiring necessary to connect equipment and facilities.

2.1 Programming

Government Access Television Channel programming includes slides, originally produced informational videos, and long-form content, such as public meetings and events, both pre-recorded and live. Live broadcast capability is currently only available from the City Council Chamber. Currently, the only signal feed for broadcast is to Comcast.

Replacement equipment and facilities must have the capacity and capability to provide an additional feed to AT&T, and, possibly, any video service providers authorized in the future. In addition, the equipment will be moved

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to another location in the future, either to a new Chamber location or an alternate site, such as a community center, event or meeting venue, to facilitate live broadcast from a location other than the primary Council Chamber.

The Channel is available for the City to program 24-hours a day, 7-days a week. Slides and short videos are scheduled and played using a Vizicast Scala bulletin board system, consisting of an authoring and scheduling computer and a second playout computer. This content runs on a rotating schedule without fixed air times. The Vizicast playout unit feeds into a program switcher that switches for content that is time-of-day specific, such as replaying of City Council meetings. This same switcher has 8 inputs and is used to manually switch to and from pre-recorded content and live meetings. Other feeds include live broadcast of public meetings in the Council Chamber and video image from the City's traffic camera system.

2.2. Production

For meetings held in the Council Chamber, there are three remotely controlled, pan-tilt-zoom, ceiling-mounted cameras, and an associated controller and switcher in the equipment room just off the Chamber. An additional digital video signal from the chamber for computer presentations runs through a Scan Do digital to analog converter and into the production switcher as a fourth video input. The audio portion of live meetings is essential to the broadcast; there are fifteen (15) voice-activated, wired microphones and one hand-held microphone in the Council Chamber and an audio mixer, located at the broadcast operator station.

A Compix graphics system is used to add graphics to the lower-third of the screen for live meetings and to block all outgoing video with a slate, for example, with text announcing upcoming meeting or while Council is in recess. The graphics computer enters the signal path just before the video signal splits. Where the signal splits, one path is sent to decks that record the meeting and the other to the frame sync multiplexer where it is sent to the video service provider (Comcast) via cabling to the MPOE.

There are currently two (2) sets of video decks. One set is for recording and includes three (3) VHS decks, a DVD recorder, and an output to Granicus recorders. The other set is used for playout controlled by the program switcher for long-form content at prescheduled times.

Original programming is also developed by filming in the field with television cameras. Editing takes place on a dedicated editing computer using Adobe Creative Cloud. Original programming, prepared videos, and bulletin board slides are scheduled to run at specific times or in a "playlist" format.

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2.3 Existing Equipment

The current equipment used for programming and production and all new equipment installed must successfully interface with Granicus encoding equipment. *Granicus is not part of this RFP and is not to be replaced:*

Bulletin Board System

- Vizicast Scala Authoring/Scheduling Computer; Windows XP PC
- Vizicast Scala Playout Computer; Windows XP PC
- Scan Do Pro Computer to Video Scan Converter

Editing

- Dell OptiPlex 7050 PC (upgraded September 2017-not for RFP)
- Adobe Premiere Pro Editing Software
- Seagate Backup Plus External Drive

Council Chamber

- Three (3) Panasonic AW-E300AP SD ceiling mounted remote controlled SD (PTZ) video cameras
- Fifteen (15) Microflex MX400 goose neck microphones
- One (1) Wireless handheld microphone
- Speakers

Control Station

- Panasonic RP605 Camera Controller
- Scan Do Pro Computer to Video Scan Converter
- Panasonic AG-MX70 Digital Audio/Video Mixer (Production Switcher)-PiP capable
- Leightronix Mini-T-Pro 8 Input Program Switcher
- Compix GenCG 2.1 Graphics Computer (also location of Leightronix Switcher Scheduling Program)

Record Decks

- One (1) Panasonic DS555 S-VHS Video Cassette Recorder
- Two (2) JVC S-VHS ET Professional Series Video Recorders
- One (1) LiteOn DVD Recorder

Playout Decks

- Four (4) JVC S-VHS ET Professional Series Video Recorders
- One (1) Panasonic S-VHS Video Recorder
- One (1) Multi-CD 6 CD Player

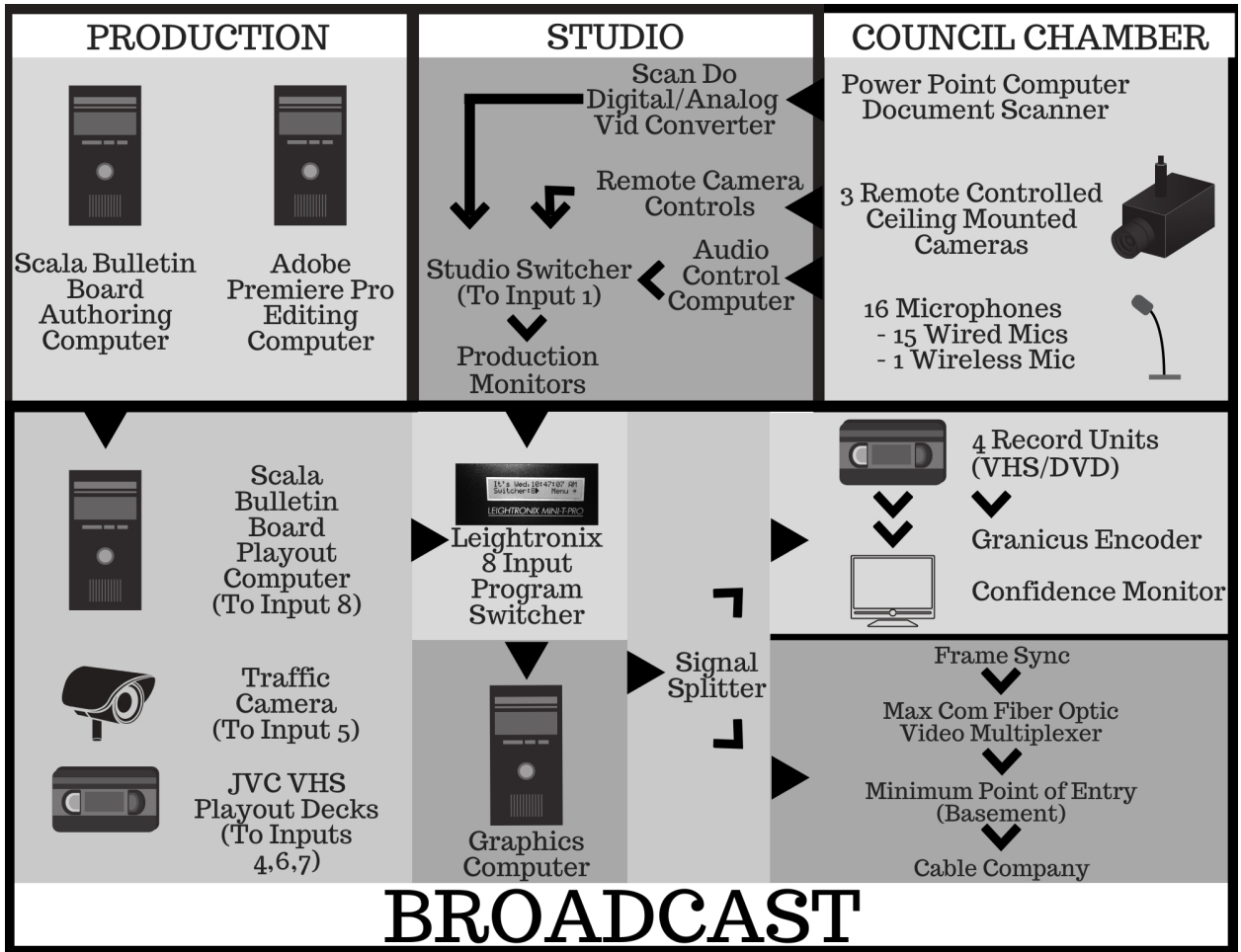
Monitors

- Marshall V-R44P Four- 4" LCD Screen Rack Mount Panel (Switcher Input Monitors)
- One (1) Preview Monitor
- One (1) Live Monitor
- One (1) Output Monitor
- One (1) Confidence Monitor

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Frame Sync, Fiber Optic Video Multiplexer

The following is a graphical representation of the existing equipment:



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The following provides a visual of the production and programming environment:



Editing Computer

- Post-production editing computer: Computer and monitors upgraded September 2017; shown here to illustrate production environment.
- Adobe Creative Cloud access

Note: Not in RFP



General Production and Scheduling

- Vizicast Scala System
- Bulletin Board Authoring
- Bulletin Board Scheduling

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Bulletin Board Playout

- Vizicast Scala System
- Slideshow formatted content playout
- Short form video playout



Control Room Panel

- Camera Controls
- Scan Do Pro Computer to Video Scan Converter
- Audio Controls
- Production Switcher
- Broadcast Switcher
- Long Form Content Playout
- Live On-Air Graphics Computer/Software
- Granicus encoders

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Council Chamber

- Three (3) Remote controlled PTZ Cameras
- Fifteen (15) wired microphones (voice activated)
- One (1) Wireless Microphone
- Speaker System
- Connection to presentation computer/projector

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3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

Please submit one (1) original (unbound) and one (1) copy of your proposal/qualifications. Additionally, submit one electronic version of the proposal, include the cost proposal, and send to city.clerk@stocktonca.gov. The paper original should be unbound and paginated to allow us to reproduce your proposal, as needed. The proposal must be typed, using letter-sized (8.5" x 11") paper, using font-style Arial, no less than 11 point, with a total page maximum of twenty (25.) Double-sided sheets count as two (2) pages.

In order to properly evaluate the proposers' qualification to perform this work, the proposals must include, as a minimum, the following information:

- A. Evidence of the proposer's ability to be responsive to this project regarding timeliness and expertise, including availability of staff proposed to be assigned.
- B. The proposer must address the *Scope of Work (Exhibit A)*, demonstrating their expertise and ability to perform the work. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proposer's response to the Scope of Services.
- C. Such additional information that the Proposer may feel would be pertinent to assist the City of Stockton in making its final decision.

3.1 Cover Letter

Submit a letter on your company letterhead addressing the proposal. The letter should be signed by an officer of the firm authorized to bind the firm in an agreement with the City of Stockton. Proposal must include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

3.1.1 Statement of Professional Experience

A statement of professional experience and ability that includes work history. Provide detailed description outlining your firm's approach to provide the service. Highlight innovative ideas your firm may have to provide to the City and describe in detail your procedures and management techniques.

3.1.2 References

Provide a list of a minimum of two (2) references with current contact person, e-mail address and phone number who may be contacted regarding firm performance on projects with similar scope.

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3.1.3 Financial Statement

The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proposer shall submit a full and detailed presentation of the true condition of the proposer's assets, liabilities and net worth. The report should include a balance sheet and income statement. If the Proposer is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any Proposer who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency, may be declared non-responsive.

3.1.4 Corporate Structure, Organization

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also provide a description of the experience your firm has had with similar processes.

3.1.5 Proposal Fee

Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal. Finalist's fee structure may be subject to negotiation (Exhibit A-1.)

3.1.6 Material and data not specifically requested for consideration, but which the Proposer wishes to submit must not appear with the Proposal but may appear only in an "Additional Data" section. This has specific reference to the following types of data:

*Generalized narrative of supplementary information; and
Supplementary graphic material*

3.1.7 All proposals must be signed with the full name of the Proposer, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

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- 3.1.8** When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.
- 3.1.9** If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.
- 3.1.10** The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

3.2 EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the panel may invite one or more proposers to make an oral presentation. This is at the discretion of the City if an oral presentation is needed. During these presentations, the proposer will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

- A. Proposers ability to provide all services as outlined in the scope of services;
- B. Related experience with similar projects, company background and personnel qualifications;
- C. proposers Fee Schedule: completed and signed (under separate sealed cover). A key component for the successful contractor will be the ability to meet the City's performance desires while minimizing the costs;
- D. Proposer's agreement;
- E. Non-Collusion Affidavit;
- F. References; and
- G. Any other criteria as best suits the City of Stockton.

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3.2.1 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the City of Stockton.

3.2.2 PROPOSER'S CONTACT

Proposer shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.2.3 CITY'S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

3.2.4 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proposer. The award will be made to the firm which, in the opinion of the City, is best qualified.

PROPOSAL DOCUMENTS

**A) RFP – GOVERNMENT ACCESS CHANNEL EQUIPMENT
REPLACEMENT AND DESIGN SERVICES**

B) PUR 20-011

C) June 18, 2020

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

CITY OF STOCKTON
REQUEST FOR GOVERNMENT ACCESS TELEVISION CHANNEL
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PROPOSER'S AGREEMENT

In submitting this proposal, as herein described, the Proposer agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid.
5. In the event of a discrepancy between the electronic version and the paper version of the proposal and fee, information in paper will prevail.
5. They understand the insurance requirements that must be met during the entire term of the agreement.
6. They understand that as required by the State of California Department of Industrial Relations, active registration during the term of the agreement will also be met.
7. Confidentiality: Successful Proposer hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

TELEPHONE NO./FAX NO.

DATE

E-MAIL ADDRESS

**NON-COLLUSION FORMS
AFFIDAVIT FOR INDIVIDUAL PROPOSER**

No. 1

STATE OF CALIFORNIA, _____)ss.

**County of _____)
(insert)**

_____being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proposer.

(Signature Individual Proposer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2

AFFIDAVIT FOR CORPORATION

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proposer.

(Signature Corporation Proposer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____,
each being first duly sworn, depose and say: That they are a member of the firm,
association or co-partnership,

designated as _____ who is the party making the
foregoing bid; that the other partner, or partners, are _____
_____ that such bid is genuine and not sham or collusive, or made in
the interest or behalf of any person not named herein; that said Proposer has not colluded,
conspired, connived or agreed, directly or indirectly with, or induced or solicited any other
bid or person, firm or corporation shall or should refrain from proposing; and has not in any
manner sought by collusion to secure to themselves any advantage over or against the City,
or any person interested in said improvement, or over any other Proposer.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____
_____, 20_____

by _____, proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Seal _____

Signature _____

EXHIBIT A - SCOPE OF SERVICES

Original programming is also developed by filing in the field with television cameras. Editing takes place on dedicated editing computer using Adobe Creative Cloud. Original programming, prepared videos, and bulletin board slides are scheduled to run at specific times or in a "playlist" format.

Project Objectives

Replace all the equipment needed to film, edit, broadcast, and air, live- and pre-recorded meetings, content, and information about governmental programs and services on both Comcast and AT&T, as well as provide closed captioning services.

The work will be performed at the City Hall Building, located at 425 El Dorado Street, Stockton, CA 95202, and the work is to include the labor and the installation of equipment replacing the existing equipment. The initial installation is the current City Hall and relocated in the future to an alternate site for production, programming and live broadcasts.

Project work to be coordinated with City staff as to not impact regularly scheduled City Council meetings. The preferred project completion would be no later than October 30, 2020. However, this anticipated completion date, and in light of the COVID-19 pandemic, the timeline will need to be flexible based on the availability of the contractor who may be awarded this project.

CONTRACTOR'S RESPONSIBILITIES

1. Designing a replacement system that is functionally equivalent to the current system; in a configuration that is expandable (e.g., additional cameras and sound system) and can be moved to a new location; provides connectivity and broadcast with both video service providers currently operating in Stockton under the State Video Services Franchise, Comcast and AT&T; interfaces successfully with Granicus meeting services; and does not require "work-arounds" or increase costs and service calls with other vendors or service providers;
2. Receiving approval from the City for the use of any subcontractors and;
 - a. specifying what work each subcontractor will be responsible for at various stages of the project.
 - b. scheduling the work of all subcontractors;
 - c. overseeing the work of all subcontractors; and
 - d. ensuring that all subcontractors have appropriate levels of insurance and, if applicable, registered with the Department of Industrial Relations.
3. Identifying costs in advance, including, but not limited to design, equipment, cabling and wiring, installation, labor, and warranties. Include unit price and total price, all taxes, fees and delivery charges, etc. Indicate length of time quotes provided are effective; any potential variation, for example, maximum price/costs; cost of any additional warranties available.

4. Providing all new equipment necessary for successful, complete installation of a fully functioning system for live and pre-recorded programming transmission, with broadcast capability on both Comcast and AT&T, closed-captioning capability, and the ability to interface with existing video projection configuration within the Council Chamber.
5. Removing the current broadcast and associated sound equipment.
6. Installing all new equipment; ensuring that all equipment is fully functioning, and that the City can broadcast all live and pre-recorded content and interface with all current vendors (Comcast, AT&T and Granicus), prior to hand-off of the system.
7. Installing all new equipment during an agreed upon timeframe that causes the least disruption to the City's meeting schedule and use of the Council Chamber.
8. Training staff on new equipment and serving arrangement.
9. Recommending warranties and maintenance of the equipment and system for the period identified in the contract.

CITY RESPONSIBILITIES

1. City will provide access to City maps, conceptual drawings, records, studies, plans and other documents relating to the project.
2. City will provide the code building inspection and any special inspection required.
3. City will dispose of all electronic waste, including equipment removed by the contractor.

EXHIBIT A-1 - COST PROPOSAL

Proposer's Name: _____

Total Price: \$_____

Proposer must develop their own cost estimates based on independent assumptions, due diligence, and industry knowledge. Cost proposal may be subject to further negotiation prior to approval of any agreement with the City of Stockton.

To this sheet attach any cost detail or schedule that include prices of equipment, applicable taxes, fees and all labor associated with the scope of services.

EXHIBIT B - INSURANCE REQUIREMENTS - IT PROFESSIONAL SERVICES

IT Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. IT Consultant shall procure and maintain for the duration of the contract insurance against claims arising out of their professional services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Technology Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. (If claims-made, see below.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage

requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Consultant under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

Claims Made Policies – (Note – applicable only to professional and/or pollution liability)

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Consultant must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Consultant's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Consultant's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Consultant, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (note – applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be **provided for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Consultants shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Consultant shall include the following language in their agreement with Subcontractors: Subcontractors hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Consultant shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202



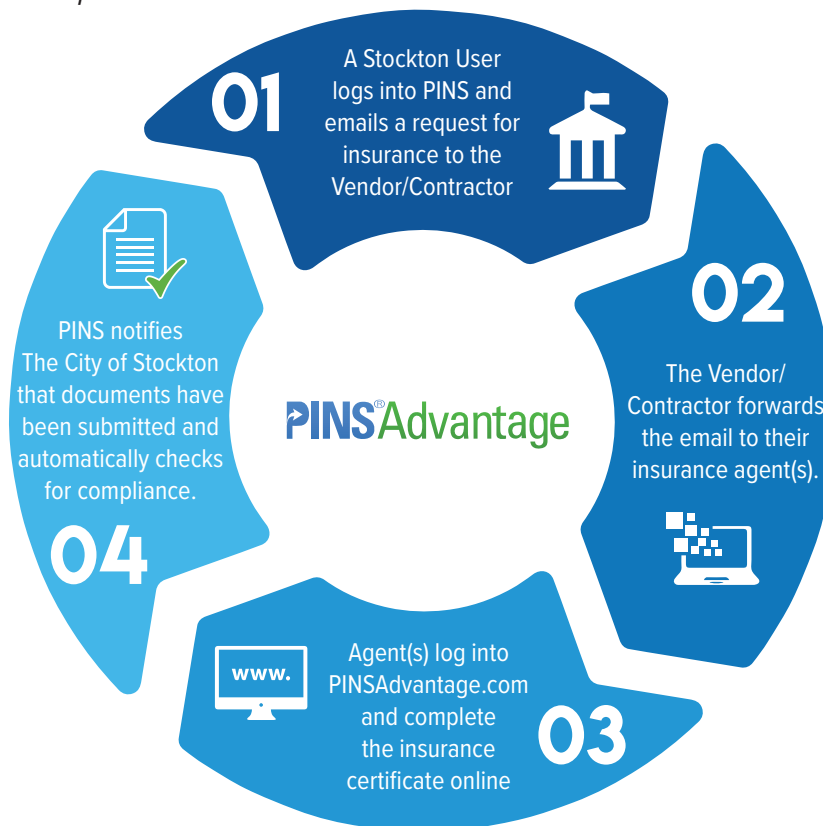
The City of Stockton is now using www.PINSAdvantage.com to track Insurance Certificates and all related documents.

WHAT IS THE PROCESS?

The PINS system starts with **The City of Stockton**. A **Stockton User** logs into PINS and emails a request for proof of insurance to the **Vendor/Contractor**. The **Vendor/Contractor** forwards the request email to their **Insurance Agent(s)**. The **Insurance Agent(s)** logs into www.PINSAdvantage.com and completes the insurance certificate online.

Note: Vendors will receive the insurance request email from: no-reply@pinsadvantage.com

Thank you for your compliance!



PINSAdvantage

www.pinsadvantage.com
+ 1 626 844 1838