CITY OF SANTA MARIA

REQUEST FOR PROPOSALS TO DESIGN, PROCURE AND INSTALL HD/SD DIGITAL VIDEO SERVER(S) FOR CABLECASTING, WEBSTREAMING (INCLUDING VIDEO-ON-DEMAND) OF THREE COMMUNITY ACCESS CABLE CHANNELS

Issuing Office:
City of Santa Maria
Santa Maria Community Television
910 South Oakwood Drive
Santa Maria, CA. 93454
## Contents

1. INTRODUCTION ..................................................................................................... 4  
2. BACKGROUND ..................................................................................................... 4  
3. SUBMITTALS ........................................................................................................ 4  
4. SCOPE OF PROJECT ............................................................................................ 5  
5. DESIGN ELEMENT GUIDELINES .......................................................................... 7  
6. ASSEMBLY/INSTALLATION AND INSPECTION ................................................... 7  
7. SCHEDULE AND DEADLINES ............................................................................... 8  
8. COST PROPOSAL/SCHEDULE OF COSTS .......................................................... 8  
9. PROPOSAL FORMAT GUIDELINES ...................................................................... 8  
10. CERTIFICATE OF INSURANCE ........................................................................... 11  
11. TAXPAYER IDENTIFICATION NUMBER ............................................................. 11  
12. METHOD AND CRITERIA FOR SELECTION ....................................................... 12  
13. ACCEPTANCE OR REJECTION OF PROPOSAL ................................................ 12  
14. RIGHT TO CHANGE OR AMEND REQUEST ..................................................... 12  
15. ATTACHMENTS AND EXHIBITS ......................................................................... 14
REQUEST FOR PROPOSALS (RFP) FOR SERVICES

THE CITY OF SANTA MARIA, LOCATED IN SANTA BARBARA COUNTY, CALIFORNIA, INVITES PROPOSALS FOR THE PROJECT FURTHER DESCRIBED BELOW:

THE CITY OF SANTA MARIA IS REQUESTING PROPOSALS TO DESIGN, PROVIDE, AND INSTALL HD/SD VIDEO SERVER(S) FOR CABLECASTING AND WEBSTREAMING, INCLUDING VIDEO-ON-DEMAND, OF THREE COMMUNITY ACCESS CHANNELS. THIS INCLUDES REMOVING THE EXISTING OUTDATED SERVER EQUIPMENT AND ASSURING CONNECTIVITY TO COMCAST CABLE’S HEADEND, TRAINING CITY STAFF MEMBERS, WITH PHONE AND ON-SITE SUPPORT AS NEEDED. THE CITY WILL SELECT ONE (1) SUPPLIER TO PROVIDE EQUIPMENT AND MATERIALS FOR THE DESIGN AND INSTALL AS OUTLINED IN THIS REQUEST.

Proposal packages may be obtained on the City website at https://www.cityofsantamaria.org/bids

All communications and inquiries shall be submitted in writing via email to:

City of Santa Maria
Santa Maria Community Television
Alan Sutterfield
P.E.G. Production Manager
asutterfield@cityofsantamaria.org
(805) 925-0951 Ext 2501

Mail submittals to:
City Clerk-Records Division
110 East Cook Street, Room 3
Santa Maria, CA 93454

Include: “Proposal for SMCTV”
1. INTRODUCTION

The City of Santa Maria, California (“City”) is requesting proposals to design, provide and install HD/SD digital video server(s) for cablecasting and webstreaming (including video-on-demand) for three community access cable TV channels. The City will select one (1) supplier to provide equipment and materials as outlined in this request.

The City produces and cablecasts City Council and other commission meetings live and through rescheduled rebroadcasts, and City-produced videos, and provides live and recorded cablecasts of public and education shows.

The City is seeking turnkey proposals from qualified vendors to provide replacement of its current cablecasting system and training. The system must be capable of interfacing with its Globecaster system.

2. BACKGROUND

Santa Maria is a city in northern Santa Barbara County with a population of about 108,000. Over the past several decades it has consistently been the fastest growing city in the county. Santa Maria Community Television (initially called Tap-TV Santa Maria) has been in operation since December of 2002, and currently programs three channels (23-24-25) on Comcast Cable, one each designated for Public, Education and Government access TV. Between short- and long-form video programming, all three channels default to a Community Bulletin Board which consists of PowerPoint slides with commercial-free cable radio as a music bed.

SMCTV’s service area includes Santa Maria and the nearby unincorporated town of Orcutt, population 36,000. In addition to programming three channels, SMCTV operates a Media Center that provides the residents of its service area with a fully-equipped three-camera studio with the capability of going live to the cable channels, as well as edit bays, and check-out television production equipment.

SMCTV requires a $25 yearly membership for residents, non-profits, government agencies and schools. It is staffed by two, 32-hour City employees, and currently has about three dozen series producers who provide at least one new program per-month for placement on the channels. SMCTV does not have webstreaming or video-on-demand capabilities at this time.

3. SUBMITTALS

City of Santa Maria Install HD/SD Digital Video Server
<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal (RFP) Issued</td>
<td>July 3, 2019</td>
</tr>
<tr>
<td>Last Day for Request for Clarification/Inquiry</td>
<td>July 15, 2019</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>July 30, 2019</td>
</tr>
<tr>
<td>Evaluation and Recommendation of Award</td>
<td>August, 2019</td>
</tr>
<tr>
<td>Execution and Commencement of Contract</td>
<td>August, 2019</td>
</tr>
</tbody>
</table>

Interested parties shall submit three (3) hardcopies and one (1) electronic copy (sent to asutterfield@cityofsantamaria.org) of the proposal. A separate, sealed envelope should contain the cost proposal/Schedule of costs.

All proposals must be received at the City by **4:00 p.m. PDT on Tuesday, July 30, 2019.** Mail to: City Clerk-Records Division, 110 East Cook Street, Room 3, Santa Maria, CA 93454, and include on outside of packet the words: “Proposal for SMCTV.” No proposals will be accepted after this time and date. Proposals will not be publicly opened. Any proposal received after this time and date will be should be timestamped, rejected and returned.

4. **SCOPE OF PROJECT**

This project requires the selected vendor to design, provide, and install HD/SD digital video server(s) for cablecasting, webstreaming (including video-on-demand) three community access TV channels, with appropriate wide-screen (16X9) monitor screens. Also required is an Uninterrupted Power Source (UPS) capable of supporting the equipment for at least one-hour during a power failure and the replacement of the existing AC power strips. Proposals may offer cloud-based storage and webstreaming, on-demand services.

The scope of the project also requires the removal of the existing outdated server equipment and reconfiguring rack-mounts as needed. The project includes a requested evaluation of the current work area, to determine if the workspace is reusable or propose an alternate configuration to the server racks.
Existing equipment to be removed/replaced includes:

- 1 Master Control Computer (16 port digibox).
- 1 MPEG2 Broadcast Server (2 analog Vela Quads)
- 2 MPEG2 Encoders
- 1 Sierra 48X32 A/V Router
- 1 8 Port ServSwitchKVM Switch
- 1 Netgear 16 Port GigaBit Network Switch
- 1 PC Bulletin Board Computer
- 2 4X3 Monitor TVs.

All bids must include onsite and ongoing training of City employees (both technical and end-user) on the equipment, a minimum of three years full warranty of hardware and software, three years of streaming service fees, and five years phone support service. Provide separate detail for each service and fee, including whether fees are annual payments or a one-time lump sum.

The installed systems must be able to accept uploads of all standard audio, video and still image files, as well as DVDs, CDs and MiniDv tapes. Also required is connectivity from our in-house studio and City Hall for live cablecasts as well as the ability for programming supplied by a Roku, Amazon Firestick, AppleTV, or similar device.

A programmable electronic bulletin board to be cablecast across all three channels between scheduled programs must be included. The bulletin board must be able to accommodate sizable text, graphics (including lower-third crawls) and an audio/music bed.

Also required is the ability to monitor and control the equipment from remote locations.
and automated trouble alarm notification.

5. DESIGN ELEMENT GUIDELINES

Suppliers should design their solution to meet all accessibility and safety standards as well as the guidelines and specifications listed in this RFP. Quality of equipment components, quality of design, value, cost, and appropriateness to location must be taken into consideration in the design of the system. Compliance with the Santa Maria Municipal Code and all other applicable laws is required.

6. ASSEMBLY/INSTALLATION AND INSPECTION

Installation: The system assembly and installation will be provided, managed and certified by the Supplier. All tools and equipment required to install the hardware and software shall be provided by the Supplier. The Supplier will be given sixty (60) calendar days from the effective date of the final contract to complete the proposed work.

The selected Supplier will conduct a kickoff meeting to present a proposed timeline. The Supplier will coordinate the implementation timeline with the appointed City team lead. The project timeline will need to be reviewed and approved by the City team lead. Once approved the timeline will be followed for project implementation. The timeline will also identify the required skill sets of City personnel required for coordination with the project.

Current Hardware/Software: All hardware components, operating systems, software and applications installed must be of the most recent supported versions of the manufacturer. The Supplier will ensure that all appropriate licensing for the installed system will be in the name of the City and that City employees will have direct access to the manufacturer for maintenance and support services.

Post installation certification: The Supplier is required to conduct a post-installation inspection of equipment with a representative of the City present upon completion to ensure the proper installation of the equipment. A City employee shall conduct testing of the system and shall sign off on each item tested. If applicable, the City will create a punch list for final completion generated by this co-inspection. The Supplier shall submit to the City the manufacturer's certification of compliance and warranty following punch list completion.

Warranty: Upon completion of installation, the Supplier must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer. Additionally, it is the Supplier's responsibility to provide to the City the manufacturer's warranty of installed equipment. Electronic devices not manufactured by Supplier shall carry any original manufacturer's warranty which exceeds the contractor one year warranty. Supplier shall pass any registration and warranty documents and warranty rights to the City. Any equipment needing to be replaced shall be replaced with
brand-new equipment if failure occurs within the first 180 days at no cost to the City. A City employee shall be present during testing and shall sign off on each item tested.

**Documentation:** Supplier will provide complete technical and user documentation upon completion of the project. The technical documentation must include wiring diagrams, equipment models and numbers, software installed, version numbers, and other technical information needed to support and maintain the system. The user documentation must include instructions on how to use all functions of the system in layman’s terms.

### 7. SCHEDULE AND DEADLINES

Include a schedule of deliverables as well as any known critical deadlines. Working days, a detailed project schedule and identification of required City staff resources will be detailed in the Statement of Work that will be included in the contract.

### 8. COST PROPOSAL/SCHEDULE OF COSTS

Submit a detailed Cost Proposal/Schedule of Costs for all work to be performed for the project in a separate, sealed envelope. Cost Proposal/Schedule of Costs shall be a time-and-materials method of payment with a not-to-exceed limit, including specific rates of compensation and clearly depict all direct and indirect costs and how they would be applied.

Pricing for all services shall be fully inclusive.

### 9. PROPOSAL FORMAT GUIDELINES

Interested entities are to provide the City of Santa Maria with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer’s response:

a. Describe Project Plan in detail to include:
i. Installation
ii. Education and Training
iii. Testing and Support
iv. Impact on current system
v. Warranty
vi. Maintenance
vii. Documentation
viii. Time schedule

b. All proposals should include equipment, software, installation, design, labor, shipping costs and training.

i. Implementation Services
ii. Training
iii. Installation
iv. Hardware Cost
v. Software Cost
vi. Maintenance/Warranty Cost for Year 1
vii. Maintenance/Warranty Cost for Year 2 (Optional)
viii. Maintenance/Warranty Cost for Year 3 (Optional)
ix. Costs for optional items or Alternate Items (City will determine if these items will be included in the final project.)

c. Vendor Application Form and Cover Letter
   Complete Attachment “A”, “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed two pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Santa Maria, California and the office from which the project will be managed.

d. Background and Project Summary Section
   The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

e. Staffing
Provide a list of leadership individual(s) and a list of classifications of persons who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

f. Qualifications

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

A summary of entity’s demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Santa Maria reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

g. Financial Capacity (for private or non-profit agencies only)

Provide the Proposer’s latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer (attachment “B”).

h. Fee Proposal
All Proposers are required to use the form in Attachment “C” to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

i. Disclosure

Please disclose any and all past or current business and personal relationships with any current City of Santa Maria elected official, appointed official, City employee, or family member of any current City of Santa Maria elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration. Disclose any pending litigation, fines/penalties, settlements which the Proposers is or alleged to be responsible for.

10. CERTIFICATE OF INSURANCE

Include Certificate of Insurance carried by the firm, containing the insurance carrier, A.M. best ratings scope of coverage and limits, deductibles, and self- insured retention.

Minimum scope of insurance shall be at least as broad as: (i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury; (ii) Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9); and (iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum limits shall be no less than: (i) General Liability $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, 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; (ii) Automobile Liability $1,000,000 per accident for bodily injury and property damage; (iii) Workers' Compensation: Statutory limits; (iv) Employer's Liability $1,000,000 per accident for bodily injury or disease; (v) Errors and Omissions Liability $1,000,000 per occurrence or claim, $2,000,000 aggregate.

11. TAXPAYER IDENTIFICATION NUMBER

Request for Taxpayer Identification Number and Certification Include a completed and signed Form W-9 Request for Taxpayer Identification Number and Certification. A valid City business license also is required.
12. METHOD AND CRITERIA FOR SELECTION

A selection committee will evaluate and rank proposals based on specific criteria.

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrated understanding of project</td>
<td>15</td>
</tr>
<tr>
<td>Experience with similar kinds of work</td>
<td>15</td>
</tr>
<tr>
<td>Demonstrated technical ability</td>
<td>20</td>
</tr>
<tr>
<td>Ability to meet requirements</td>
<td>25</td>
</tr>
<tr>
<td>Bid Pricing</td>
<td>25</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

13. ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal(s) and negotiate an agreement as to the scope of services, the schedule for performance, duration of the services with the firm(s) whose proposal(s) is/are most responsive to the needs of the City, and compensation for services. The City reserves the right to further negotiate any aspect of an agreement, consistent with this Request for Proposal.

Proposals shall be prepared and submitted in accordance with provisions of the RFP 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 minor defects or irregularities in a proposal. The City may deem a proposal nonresponsive if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

Additionally, the City reserves the right to reject any and all proposals. The City may, for any reason, decide not to award the agreement(s) as a result of this RFP. If subsequent selection opportunities are issued, the City is under no obligation to advise any respondent to this RFP, although it is the City’s intent to notify all qualified respondents of any such plans.

14. RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this RFP. The City will notify all proposers initially provided this RFP of any material changes via addendum by United States Postal Mail or by electronic method via email and/or its website, www.cityofsantamaria.org/bids. No one is authorized to amend any RFP requirements in
any respect by an oral statement, or to make any representation or interpretation in conflict with these provisions.
ATTACHMENT A

AGENCY STATEMENT

*Please complete and submit with your proposal response.*

Name of business/agency: ____________________________________________

Business/agency address: ____________________________________________

Business phone ____________ Email __________________________________

Business/agency classification (check all that apply):

- [ ] Individual
- [ ] Corporation
- [ ] Non-profit
- [ ] Partnership
- [ ] Government agency

Federal tax number: ________________________________________________

Name of Director: _________________________________________________

Does the agency maintain insurance in amounts specified by the City contract?

- [ ] Yes
- [ ] No

If no, describe the differences: _________________________________________

Are there claims pending against this insurance policy?

- [ ] Yes
- [ ] No

If yes, please explain the nature of the claims:

_________________________________________________________________

_________________________________________________________________

How long has the company been in existence and provided digital video equipment installation and support services? _________________

Is the agency licensed by the City to do business in the City of Santa Maria? ___________

Proposal offers shall be good and valid until the City completes the award or rejects the proposals. Failure to concur with this condition may result in rejection of the offer. Does the agency accept this condition?

- [ ] Yes
- [ ] No

*I certify that to the best of my knowledge, the information contained in this proposal is accurate and complete, and that I have the legal authority to commit this Agency to a contractual agreement.*

SIGNATURE: ___________________________  Date: _________________________

PRINT NAME AND TITLE OF SIGNER: ____________________________________
ATTACHMENT B

Financial Review

Provide the Proposer’s latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.
COMPENSATION

Submit a compensation proposal in a separate sealed envelope. The compensation shall be broken down by component.
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on , by and between , a California Corporation ("Contractor") and the City of Santa Maria, a California Municipal Corporation and charter city ("City"), in Santa Maria, California, based on the following recitals:
1. [insert text];
2. [insert text];
3. [Insert text].

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.
2. **General.**
   2.01. **Term and Termination.** The term of this contract is [insert text], beginning on the date first written above. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.
   2.02. **Services to be Performed.** Contractor shall determine the method, details and means of providing [insert text] services. More specifically, Contractor agrees to perform the specific services listed in Exhibit “A.”
   2.03 **City’s Duties.** City’s duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.
   2.04. **Payment.** Payment terms under this Agreement are listed in Exhibit “B.”
   2.05. **Insurance.** Contractor shall provide insurance as listed in Exhibit “C.” [use 2016 insurance language]
   2.06. **Exhibits.** Exhibits “A,” “B,” and “C” are attached and incorporated.
3. **Contractor’s Obligations.**
   3.01. **Minimum Amount of Service.** Contractor shall devote sufficient time to perform services under this agreement efficiently and effectively. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor’s sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City’s business.
   3.02. **Tools and Equipment.** Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.
   3.03. **Status.** Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the
City. Contractor’s assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Contractor under this agreement.

3.04. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys’ fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

4. Miscellaneous

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONTRACTOR, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City: To Contractor:
Attn.
110 East Cook Street
Santa Maria, CA 93454

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.
4.05. **Jurisdiction.** Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. **Warranty of authority.** Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. **No Waiver.** Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. **Severability.** The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. **Submittals.** In addition to any other submittals required by this agreement, Contractor shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10 **Prevailing Wage.** Prevailing Wage. If applicable, Consultant and all subconsultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

**CONTRACTOR**

**CITY OF SANTA MARIA**

By:  

By:  

APPROVED AS TO FORM:

City  

Attorney
EXHIBIT A

SCOPE OF WORK

Description
Upon the delivery of a signed copy of this agreement with this scope of work as Exhibit “A” attached, the contractor and staff shall proceed with the following scope (subject to modification).

Severability of Tasks
The City reserves the right of severability; any clause or task within these specifications may be deleted at the discretion of Santa Maria Community Television. Adjustments to the contract costs will be made accordingly.
EXHIBIT B

PAYMENT

- Contractor shall provide final invoices within 30 days of work completed.
- City will process payments as submitted by the contractor.
- City represented by the SMCTV Production Manager or their appointee will Administer the contract.
EXHIBIT C

INSURANCE REQUIREMENTS

Contractor 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, his/her agents, representatives, or employees. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.

2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability - $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, 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 - $1,000,000 per accident for bodily injury and property damage.


Atty Rev. 2017
4. Employer's Liability - $1,000,000 per accident for bodily injury or disease.

5. Errors and Omissions Liability - $1,000,000 per occurrence or claim, $2,000,000 aggregate.

C. Self-insured Retentions

Self-insured retentions must be declared to and approved by the City. The City 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.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, 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 or an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions are used).

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice stating the title of this contract to the City. All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement. Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
4. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City 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 has received a waiver of subrogation endorsement from the insurer.

5. If any of the required policies provide claims-made coverage:
   
   a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
   c. 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 work.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A[II], unless otherwise acceptable to the City.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City 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 reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

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

Atty Rev. 2017