



# CITY OF SAN LUIS OBISPO

990 Palm Street ■ San Luis Obispo, CA 93401

## Notice Requesting Proposals for PUBLIC SAFETY AUDIO RECORDING SYSTEM REPLACEMENT Specification No. 91325

The City of San Luis Obispo is requesting sealed proposals for Public Safety Audio Recording System Replacement upgrade pursuant to **Specification No. 91325**. All proposals must be received by the Finance Division by April 29, 2015 at 3:00 PM, when they will be opened publicly in the City Hall Council Chambers, 990 Palm Street, San Luis Obispo, CA 93401.

Proposals received after said time will not be considered. To guard against premature opening, each proposal shall be submitted to the Finance Division in a sealed envelope plainly marked with the proposal title, specification number, bidder name, time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package.

A pre-proposal meeting will be held at 990 Palm Street, Finance & Information Technology Conference Room on April 15, 2015 at 1:00 pm to answer any questions that the prospective bidders may have regarding the City's request for proposals.

Specification packages and additional information may be obtained on the City's website at <http://www.slocity.org/doing-business/doing-business-with-the-city/bids-and-proposals> or by contacting Miguel Guardado, Network Services Supervisor at [spec91325@slocity.org](mailto:spec91325@slocity.org).



# Specification No. 91325

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## **Section A**

### **DESCRIPTION OF WORK**

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#### **OVERVIEW**

##### **Purpose**

The City of San Luis Obispo is inviting proposals for:  
Public Safety Audio Recording System

##### **Background**

The City of San Luis Obispo records radio channel traffic for the police and fire departments, phone calls at the six main 9-1-1 consoles located at the Emergency Communications Center, and over twenty phone lines located at the police department. An average day will capture approximately 20 hours of continuous record time. These recordings are used in a variety of ways such as for evidence in criminal cases, training, investigations, and review for quality assurance. The recordings are kept for two years according to the City's Records Retention Policy unless retained as evidence or for training purposes.

There are a total of three servers, two were installed in 2008. An additional server was installed in 2010 as part of a radio system upgrade. Replacing all servers with a single combined system will also make it easier and more efficient to pull together an entire incident for the courts. Currently calls have to be pulled from the 911 recording server and then manually matched up with calls from the radio recording server. This makes it difficult to match times up exactly as the two different recording servers can at times be a couple seconds off of each other.

Due to the age of the system, the equipment is experiencing failures on a consistent basis. When one of the servers fails or the system becomes non-functional, the system does not record audio from phone or radio transmissions and staff is unable to retrieve this information. The equipment needs to be replaced as soon as possible.

## **TECHNICAL PROPOSAL REQUIREMENTS**

The proposer should submit product documentation and address the following requirements in their proposal.

### **A. Audio Recording System Hardware Specifications**

1. Next Generation 9-1-1 (transmit text, images, video and data to the 9-1-1 center/PSAP)
2. Must be capable of holding a minimum of 25,000 hours of online audio.
3. Must be available with a minimum of dual hot-swappable hard disk drives in RAID 1 with expansion capability.
4. Should be available with hot-swappable hard disk drives in a RAID 5 configuration with expansion capability.
5. At a minimum must be able to continuously archive to swappable external USB hard disk drives separate from instant playback hard disk drives and switch to secondary USB hard disk drive if primary fails or is full.
6. Should be able to continuously archive to a NAS solution over CIFS shares.
7. Describe the expandability and scalability of the system in regards to channels and hard drive recording module space.
8. System with multiple drives must be capable of providing simultaneous or individual control of drives. Such function must be capable of being performed on one drive without affecting the operation of the other drives.
9. The system should display which channels are recording and which are not recording on both the device front display and management workstation.
10. The system must be capable of simultaneously recording while reviewing or live monitoring.
11. Must be able to copy and reproduce recordings to non-proprietary digital audio file (e.g. WAV, MP3) and CD-ROM.
12. Describe the hardware and software components in detail including: processor; memory amount type, hard drive amounts and type, hardware manufacturer, OS type and version.
13. Must be able to connect to a time sync source through either a LAN or direct connection to time source.
14. Must be able to accommodate future hardware and software upgrades without replacing the whole system.
15. The system must display the amount of recording space remaining on the hard drive and on each archived drive/media on management interface.
16. The recording equipment furnished and installed shall be designed for 24/7, continuous duty operation.
17. Recording equipment must provide a minimum of 75 VoIP endpoints, 20 Analog lines, 8 9-1-1 trunks and 15 analog radio channels for recording.
18. The system shall have the ability to provide unattended operation and automatic archiving per user defined schedule.
19. The proposed solution shall interface/co-exist with the existing equipment: Intrado Power 9-1-1 Viper phone system; Avtec Outposts & Workstations; Shoretel VoIP phone system.
20. The system should have the ability to screen capture within the CAD LAN.
21. The system must have the ability to record in a SIP (Session Initiated Protocol) environment.
22. The proposed system must be a turnkey, self-contained unit. This indicates that all services, recorder hardware, and/or other needed software will be located in a single

machine provided by the vendor or in multiple machines all supplied by the vendor with the exception of the Administration console and Playback software. All units should have the same resiliency as any other. (city reserves right to not go with provided storage solution and/or ability to option storage)

23. The proposed system must be fault tolerant with redundancy built-in, including hot-swappable hard drives, power supplies, utilizing appropriate RAID technology.
24. The system must have a buffer such as a hard disk where the data will reside before being sent to the archive system. No systems that use volatile RAM resources for short-term storage will be accepted.
25. The system should provide buffering of all audio, as it is recorded, onto a hard disk and then copy the digitized audio onto Network Attached Storage (NAS) at a user-selectable period.
26. The system must allow for simultaneous recording on all channels, playback on multiple remote workstations, and multiple channel playbacks without loss of any data and without deterioration to the rest of system processes.
27. The call records database employed by the system must have no size limitations with respect to its proper functionality in connection with the system.
28. The proposed system must be able to perform a call records search for specific time and telephone number without having to shut down the recorder or stop recording and archiving process.
29. Audio compression must be user-selectable and at least one of the options must be a non-proprietary compression to allow WAV file format playback without any special decompressing or decoding proprietary software.
30. System must be able to natively store records in standard audio format, including WAV, MP3, G.723, etc. There shall be no need for any additional steps to create the audio file for records distribution by conversion from a proprietary format.
31. The proposed system must keep track of time and date, even when there is no recording taking place.
32. The proposed system must allow an operator to select any channel for real time monitoring.
33. The proposed system must allow an operator to select at least 6 channels at onetime for simultaneous real time monitoring.
34. System must be capable of activation by CONTACT CLOSURE, VOX, off hook or other automatic activation.
35. System, at a minimum, must capture and store in separate searchable fields: DTMF, Caller ID information.
36. The system must allow for playback from the system's internal hard drives or Network Attached Storage (NAS) without interruption of the recording process, regardless of the system's mode of operation.
37. The system should have the ability to automatically archive recordings to a city supplied Network Attached Storage (NAS) via the city's LAN at predetermined intervals.
38. The system must be programmable to provide automatic daylight savings time compensation.
39. The system should provide loop playback to allow the operator to continuously replay the same portion of a conversation to assist in transcribing or determining what was actually spoken during the recording.
40. The system must have the ability to append notes to tagged calls.
41. The system should provide built-in, predefined and customizable reports, including summaries per channel.

42. The system must allow search and playback from a minimum of 5 remote workstations on the LAN.
43. The system must utilize existing computers with Windows 7 or higher as remote workstations for search, playback, reporting, and call records distribution function such as "Save As" to save selected call/s locally or over network and e-mail function, directly from the application environment, through a simple one-click procedure.
44. The system must permit tagging calls or groups of calls from remote workstations on the LAN.
45. The system must be capable of simultaneous playback of at least four channels at the same time, from the remote workstation, without affecting system's normal recording capacity, with volume controls available for each channel and the ability to isolate channel(s) during playback.
46. Search may be made through a query or a series of queries to the call database to allow for prompt retrieval of all calls that fit the specified criteria.
47. The system must display on one screen which channels are recording, which are not recording, and which channels are idle.
48. The system must provide multiple levels of security, including access to setup, down to the channel level of access.
49. The system must provide boot up system test and ongoing self-checking tests.
50. The system must provide a searchable error log to keep track of alerts and errors.
51. User alarms must be configurable by the software. The system must be capable of generating multiple alarms, including visual, audible, and e-mail to assigned personnel.
52. The system must provide capability for alarms related to errors associated with system performance - alarming details must be settable by the system administrator and allow for at least four different options for routing the alarm message, such as e-mail, audiovisual alarm at the recorder.
53. System must be capable of auto restart after power loss.
54. System must have remote diagnostic capability.
55. The vendor shall provide labor, tools, equipment, parts, and accessories required to install logging recorder system. Vendor personnel will unpack the equipment.
56. The Vendor shall position the system in the designated location in the Emergency Communications Center. The location of the system will be defined by the city Network Administrators at time of delivery. System will ideally fit into a 19" rack taking up no more than 10U.
57. Vendor will make the connection of telephone lines and radio channels to terminal blocks furnished by the Telephone Company or telecom staff, as well as make the connection of the terminal blocks furnished by radio provider or radio staff. The city shall provide electrical service to within six (6) feet of the recording equipment.
58. Delivery, set-up and installation of the system shall be performed during normal working hours between 8:00 AM and 5:00 PM Monday through Friday. The city's Information Technology Department will provide an adequate operating environment for the recording system.
59. Upon completion of the installation and setup of the recorder system at the Emergency Communications Center the Vendor and city Network Administrators and Communications and Records Manger will conduct thorough check of the equipment. Adjustments shall be made to the satisfaction of the city Network Administrators and Communications and Records Manger.
60. There will be a 30 day trial period, to allow the city Network Administrators and Communications and Records Manger to test and qualify the installation and operation of

the logging recorder system. If the system is in accordance with the RFP specifications and working properly, the Communications and Records Manger will signify his or her acceptance of the system by issuing a dated, signed memo stating acceptance of the system on behalf of the city.

61. All hardware provided by the vendor as part of the proposed system shall be covered by an initial one-year warranty on parts and labor (minimum) beginning at the date of acceptance.
62. All vendor software provided shall include an initial twelve-month warranty to ensure operational integrity. The initial warranty shall include 24/7 toll-free helpdesk support, on-site service as required, remote diagnostic support and software service pack updates.
63. Vendor shall guarantee parts availability for all vendor items under this specification for a period of at least 7 years from date of acceptance.
64. A telephone number for service request 24 hours a day, 7 days a week must be provided by the vendor under applicable coverage. Telephone support will be available within one hour. In the event emergency on-site service is required under applicable coverage, vendor will provide confirmation of dispatch within one hour of having established the need. Vendor's service technicians will be available to diagnose and service the recorder system within 4 hours of dispatch.
65. Vendor shall include on-site training for up to 10 individuals.

**Table A: Channel Counts**

<b>Count</b>	<b>Technology</b>	<b>Device</b>	<b>Vendor</b>
20	Analog	Phone/POTS lines	AT&T
75	VoIP	Stations/Phones	Shortel
8	Trunk / contact closure	9-1-1 lines	AT&T
15	Analog	Radio Channels	Avtech

## **COMPANY BACKGROUND**

Must include size of company, number of technical support staff and location of support staff that would provide onsite support.

## **INSTALLATION AND CONFIGURATION**

Proposals shall include costs for onsite installation configuration of all required equipment.

## **TRAINING**

Proposals shall include costs for onsite training of all equipment for ten (10) people.

## **MAINTENANCE AND SUPPORT**

Provide specific information regarding support options for up to 5 years. The response must include 24X365X7 phone support, remote support and a maximum 1 hour response time. Response must also include onsite support options, same day hardware replacement and travel cost estimates.

The maintenance plan must include a toll-free telephone number to the service bureau for reporting problems. Any request must be identified via a unique tracking identifier for the problem report.

The plan must include notification, via mail or electronic delivery, of errata, service changes and software upgrades or patches.

## **WARRANTY**

The vendor shall provide a minimum one (1) year limited warranty (with options to extend the warranty) that covers all hardware and software proposed.

The vendor shall warrant the original purchaser that its products are free from any defects in material or workmanship for a period of up to one year, which begins 30 days from the date of acceptance.



## Section B

# GENERAL TERMS AND CONDITIONS

### PROPOSAL REQUIREMENTS

- A. **Requirement to Meet All Provisions of a Subsection.** Each individual or firm submitting a proposal shall meet all of the terms, and conditions of one or more of the subsections of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, bidder acknowledges agreement with and acceptance of all provisions of the RFP specifications that pertain to the subsection(s) the proposal is responding to.
- B. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to the Department of Finance & Information Technology, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, specification number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.
- C. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
1. The insurance carrier and its A.M. Best rating.
  2. Scope of coverage and limits.
  3. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the proposer's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

- D. **Proposal Quotes and Unit Price Extension.** The extension of unit prices for the quantities indicated and the lump sum prices quoted by the proposer must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum proposal shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
- E. **Proposal Withdrawal and Opening.** A proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance & Information Technology for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.

- F. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a proposer submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.
- G. **Cooperative Purchasing.** During the term of the contract, the successful bidder will extend all terms and conditions to any other local governmental agencies upon their request. These agencies will issue their own purchase orders, will directly receive goods or services at their place of business and will be directly billed by the successful proposer.
- H. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

## CONTRACT AWARD AND EXECUTION

- I. **Proposal Retention and Award.** The City reserves the right to retain Contractor's proposal for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
- J. **Competency and Responsibility of Proposer.** The City reserves full discretion to determine Contractor's competence and responsibility, professionally and/or financially. Proposers will provide, in a timely manner, all information that the City deems necessary to make such a decision.
- K. **Contract Requirement.** The proposer to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.
- L. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
- M. **Business Tax.** The Contractor must have a valid City of San Luis Obispo business license and tax certificate before execution of the contract. Additional information regarding the City's business license and tax program may be obtained by calling (805) 781-7134.

## CONTRACT PERFORMANCE

- N. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
- O. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
- P. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
- Q. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
- R. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
- S. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
- T. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
- U. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- V. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
- W. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be

extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

- X. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment or services provided by the Contractor (Net 30).
- Y. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
- Z. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
- AA. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent Contractor and not an agent or employee of the City.
- BB. **Hold Harmless and Indemnification.** The Contractor agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Contractor's employees, agents or officers that arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the Contractor, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.
- CC. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

DD. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall workscope. The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

## Section C

### SPECIAL TERMS AND CONDITIONS

- A. **Delivery.** Prices quoted for all supplies or equipment to be provided under the terms and conditions of this RFP package shall include delivery charges, to be delivered F.O.B. San Luis Obispo by the successful bidder.
- B. **Start and Completion of Work.** Work on this project shall begin within one calendar day after contract execution and shall be completed within 180 calendar days thereafter.
- C. **Change in Work.** The City reserves the right to change quantities of any item after contract award. If the total quantity of any changed item varies by 25% or less, there shall be no change in the agreed upon unit price for that item. Unit pricing for any quantity changes per item in excess of 25% shall be subject to negotiation with the Contractor.
- D. **Submittal of References.** Each bidder shall submit a statement of qualifications and references on the form provided in the RFP package.
- E. **Statement of Contract Disqualifications.** Each bidder shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the RFP package.
- F. **State Cooperative Purchasing Program.** The City of San Luis Obispo participates in the State Cooperative Purchasing Program. As such, the City can purchase the items described in Section A through this program. Accordingly, the City will purchase from the State or the lowest responsible, responsive bidder, after allowing adjustments for the cost of pickup and/or delivery from the State, adjustments for after-market modifications, and adjustments for sales tax from local dealers, as it determines to be in its best interest.
- G. **Proposal Content.** Your proposal must include the following information:

#### *Submittal Forms*

1. Proposal summary form.
2. Certificate of insurance.
3. References from at least three firms for whom you have provided similar services.
4. Statement of past contract disqualifications.

#### *Qualifications*

5. Experience of your firm in performing similar services.
6. Resumes of the individuals who would be assigned to this project, including any sub-Contractors.
7. Standard hourly billing rates for the assigned staff, including any sub-consultants.
8. Statement and explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project.

### ***Work Program***

9. Detailed responses to the technical proposal requirements in Section A.
10. Tentative schedule by phase and task for completing the work.
11. Estimated hours for your staff, coordinating with City staff, to complete the tasks, including any hardware and software acquisitions.
12. Services or data to be provided by the City (City staff will be installing desktop devices.)
13. Any other information that would assist us in making this contract award decision.

### ***Compensation***

14. Detailed bill of materials with respective costs for proposed system, to include hardware, software and any engineering services. (See the Proposal Submittal form on page 18).

### ***Proposal Copies***

15. Five copies of the proposal must be submitted.

## **H. Proposal Evaluation and Selection.** Proposals will be evaluated by a staff review committee based on the following criteria:

1. Understanding of the work required by the City.
2. Technical merit and capability.
3. Scalability.
4. System management and maintenance.
5. User interfaces and ease of use.
6. Total cost of ownership.
7. Maintenance packages and alternatives.
8. Equipment migration strategies.
9. Equipment upgrade mechanisms and cost.
10. Training.
11. Known or intended changes to hardware and/or software over the next year.
12. Next generation devices that are commercially shipping within 6 months from date of presentation.
13. Quality, clarity and responsiveness of the proposal.
14. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
15. Recent experience in successfully performing similar services.
16. Proposed approach in completing the work.
17. References.
18. Background and related experience of the specific individuals to be assigned to this project.
19. Proposed compensation.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively

selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

I. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

1. Issue RFP	4/1/15
2. Pre-Proposal Meeting	4/15/15, 1PM
3. Receive proposals	4/29/15
4. Interviews	5/11/15
5. Complete proposal evaluation	5/15/15
6. Finalize staff recommendation	5/18/15
7. Award and execute contract	5/27/15

J. **Ownership of Materials.** All original drawings plan documents and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become the permanent property of the City, and shall be delivered to the City upon demand.

K. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the work or services under these specifications shall be the property of City and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

L. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.

M. **Required Deliverable Products.** The Contractor will be required to provide the following:

1. Public Safety Audio Recording System.
2. System documentation (user guides, administration guides, etc.) submitted in Adobe Acrobat PDF format.
3. Training.

15. **Attendance at Meetings and Hearings.** As part of the work scope and included in the contract price is attendance by the Contractor at meetings to present and discuss his/her findings and recommendations. The Contractor shall attend as many "working" meetings with staff as necessary in performing work scope tasks.

16. **Accuracy of Specifications.** The specifications for this project are believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact.



Proposers are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the proposer and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of proposer to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the proposer or subcontractors to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful proposer to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Contractor shall immediately notify the City in writing, and the Contractor and all subcontractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

## Section D FORM OF AGREEMENT

### AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on [day, date, year] by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONTRACTOR'S NAME], hereinafter referred to as Contractor.

### WITNESSETH:

WHEREAS, on DATE City requested proposals for Public Safety Audio Recording System Replacement upgrade per Specification No 91325.

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for said services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until acceptance or completion of services.

2. **INCORPORATION BY REFERENCE.** City Specification No. 91325 and Contractor's proposal dated \_\_\_\_\_, are hereby incorporated in and made a part of this Agreement.

4. **CITY'S OBLIGATIONS.** For providing a Public Safety Audio Recording System as specified in this Agreement, City will pay and Contractor shall receive therefore compensation in a total sum not to exceed [\$ TBD .00 ].

4. **CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specification.

5. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Council of the City.

6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.

7. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

<b>City</b>	City Clerk City of San Luis Obispo 990 Palm Street San Luis Obispo, CA 93401
<b>Contractor</b>	Name Address

8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CITY OF SAN LUIS OBISPO

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager, Katie Lichtig

APPROVED AS TO FORM:

CONTRACTOR

\_\_\_\_\_  
City Attorney, Christine Dietrick

By: \_\_\_\_\_

## **Section E**

### **INSURANCE REQUIREMENTS: Consultant Services**

The 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 Contractor, its agents, representatives, employees or subcontractors.

**Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- D. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

**Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions Liability: \$1,000,000 per occurrence.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- A. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.

- B. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**Verification of Coverage.** Contractor shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

# PROPOSAL SUMMARY FORM

The undersigned declares that she or he:

- Has carefully examined Specification No. 91325, which is hereby made a part of this proposal.
  - Is thoroughly familiar with its contents.
  - Is authorized to represent the proposing firm.
  - Agrees to perform the work as set forth in this proposal.
- Certificate of insurance attached; insurance company's A.M. Best rating: \_\_\_\_\_.
- Technical proposal documentation attached.

Description	Quantity	Unit Price	Total
Audio Recording System			
Onsite Installation			
On-site Training			
Maintenance and Support			
Discounts: special pricing, etc.			
Sales tax @ 8.00%			
Shipping and Handling			
<b>TOTAL BASE PRICE</b>			
<b>TOTAL</b>			\$

**Firm Name and Address**

Contact	Phone

**Signature of Authorized Representative**

Date

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## REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name or by the principal assigned to this engagement: \_\_\_\_\_ years.

Describe fully the last three contracts performed by your firm or the principal assigned to this engagement which demonstrates your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

### Reference No. 1

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

### Reference No. 2

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

### Reference No. 3

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

# STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Contractor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

- *Do you have any disqualification as described in the above paragraph to declare?*

Yes  No

- *If yes, explain the circumstances.*


Executed on \_\_\_\_\_ at \_\_\_\_\_ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Contractor