



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P LEIB, DIRECTOR

REQUEST FOR PROPOSAL (RFP) PS-# 938

Video Production Services

December 1, 2006

The County of San Luis Obispo is currently soliciting proposals for Video Production Services.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any formalities.

If your firm is interested and qualified, please submit your proposal by 3 PM PST on December 22, 2006 to:

County of San Luis Obispo
Jack Markey, Central Services Division
1087 Santa Rosa Street
San Luis Obispo, CA 93408

Proposals must be received by mail, recognized carrier, or hand delivered **no later than 3 PM PST on December 22, 2006**. Late proposals will not be considered. Submit seven (7) printed copies and 1 electronic copy of your proposal in Microsoft Word or Adobe PDF file format. The original submission shall be clearly marked "ORIGINAL." A representative authorized to commit the proposing entity in contractual matters must sign the copy marked "ORIGINAL." The Proposals submitted in response to this RFP shall be typed on 8 ½ " x 11" white paper, printed on two sides, and bound. Use of recycled paper is highly encouraged.

If you have any questions about the proposal process, please contact Jack Markey (805) 781-5200. All other questions can be addressed during the tour of the Board of Supervisors Chambers, scheduled for December 8, 2006 at 10:00 a.m. (See page 8, Section of this RFP.)

Jack Markey
Supervising Buyer - Central Services Division
jmarkey@co.slo.ca.us

Table of Contents

1	GENERAL INFORMATION	3
1.1	THE COUNTY OF SAN LUIS OBISPO	3
1.2	BOARD OF SUPERVISORS CHAMBERS	3
1.3	PRODUCTION FACILITIES OVERVIEW	3
1.3.1	Internet Connectivity	3
1.3.2	Technical Support	4
1.4	COUNTY AUDIO/VIDEO PRODUCTION & BROADCAST ENVIRONMENT	4
1.4.1	Broadcasting System	4
1.5	PRODUCTION SYSTEMS	4
1.5.1	Video Technology	5
1.5.2	Audio Technology	5
1.6	AUDIO/VIDEO SYSTEMS	5
1.6.1	Video Capture Systems	5
1.6.2	Video Storage Systems	5
1.6.3	Video Display Systems	6
1.6.4	Audio Capture Systems	6
1.6.5	Audio Storage Systems	6
1.7	ROOM CONTROL SYSTEMS	6
1.7.1	Lighting	6
1.7.2	HVAC	6
1.7.3	Systems Controller	6
1.8	ENVIRONMENT AND SYSTEMS SUMMARY	6
2	LOCAL VENDOR PREFERENCE	7
3	GENERAL INSTRUCTIONS	7
4	TENTATIVE SCHEDULE OF EVENTS	8
5	CHAMBER TOURS AND QUESTION & ANSWER SESSION	8
6	VENDOR SELECTION CRITERIA	9
7	VENDOR NOTIFICATION	9
8	PROJECT SCOPE	9
8.1	TERM OF CONTRACT	10
8.2	COMPENSATION	10
8.3	SCOPE OF SERVICES	10
8.4	PERFORMANCE	11
8.5	TECHNICAL QUALIFICATIONS	11
8.6	OWNERSHIP AND COPYRIGHT OF COUNTY MEETING RECORDINGS	11
9	PROPOSAL SUBMISSION FORMAT	11
9.1	RESPONSE TITLE AND APPLICANT OR FIRM NAME	12
9.2	OFFER LETTER	12
9.3	EXECUTIVE SUMMARY	12
9.4	COMPANY BACKGROUND	12
9.5	UNDERSTANDING OF SCOPE OF PROJECT	13
9.6	REFERENCES	13
9.7	SAMPLE VIDEO PRODUCTION CREATED FOR A CUSTOMER OTHER THAN THE COUNTY OF SAN LUIS OBISPO IN DVD FORMAT	13
9.8	EXCEPTIONS TO THE RFP	13
9.9	VENDOR MATERIAL AND ADDITIONAL INFORMATION	13
9.10	LOCAL PREFERENCE QUESTIONNAIRE	13
APPENDIX A – COUNTY CONTRACT BOILERPLATE		15

1 General Information

The County of San Luis Obispo seeks a vendor who can provide production staff that will use County equipment to produce meetings for the Board of Supervisors, Planning Commission, and Health Commission.

1.1 The County of San Luis Obispo

Of the current 58 California counties, San Luis Obispo County is one of the original 11 counties established in 1850. San Luis Obispo County has 22 departments and approximately 2,750 employees.

Additional information about the County can be accessed via the web at: www.slocounty.ca.gov

1.2 Board of Supervisors Chambers

In 2005, the County opened its new Board of Supervisors Chambers for general use. These chambers are equipped with a production quality studio for meetings and events held in the facility.

1.3 Production Facilities Overview

Productions can be played both live and pre-recorded for the local community cable television system, County internal cable television system, and web-streaming vendor. The production facility currently utilizes the follow equipment:

- 8-Channel video switching control board
- Hard-drive based units for recording and playback with the ability to save to DVD (2)
- SVHS record and playback units (2)
- Playback from DVD
- Remote controlled cameras (3) – Note: A fourth remote controlled camera is expected to be installed in December 2006
- PC based Computer Graphics generator
- Multiple in-room video sources including, staff PC, overhead projector, public laptop connections and publicly available DVD/VHS player
- MP3 based audio recorder
- Patch panels for troubleshooting and reconfiguring installed equipment

The production vendor is not expected to supply any fixed hardware.

1.3.1 Internet Connectivity

Within the chambers, Internet connectivity is provided via two local telecom providers. Access to the Internet is available via the County's secure network via both wired and wireless approaches. Access for the public is available, free of charge, via a wireless connection.

1.3.2 Technical Support

Technical Support staff is available 7:00 AM until 5:00 PM, Monday through Friday to provide support for the hardware and software used within the chambers. After hours support is also available but not guaranteed.

1.4 County Audio/Video Production & Broadcast Environment

The County of San Luis Obispo maintains a professionally installed and managed production and broadcast environment for the multimedia publication of public meetings.

1.4.1 Broadcasting System

For certain meetings, the County utilizes different broadcast systems and technologies to deliver the content to the public at large. The following systems are in use by the County:

1.4.1.1 Charter Cable System

In accordance with Section 611 of the Federal Communication Commission's Telecommunications Act, the County uses Channel 21 of the local cable system for Government Access (along with other agencies and organizations in the community). The County may contract with a vendor to provide the programming for this channel.

The system itself uses a signal recognition system to determine when the County Equipment is broadcasting to this system via our automated broadcasting equipment. This equipment consists of video sources, digitally operated and programmable broadcast switchers, and a centrally programmed broadcast controller.

1.4.1.2 Government Center Closed Circuit Cable System

By request, a County Department may broadcast their meeting to the new County Government Center building using the County's internal cable system. This may be in concert with a Charter Cable broadcast or not. The same automated system and equipment used as video sourcing and switching is also used for programming and display of meetings via the internal Government Center cable system.

1.4.1.3 Webcasting System

The County contracts with a vendor to provide web broadcast to the public and to internal County customers. This system receives its video feed from the main broadcast equipment during a meeting. The webcasting vendor provides archival reference once the meeting is complete.

Equipment used for this process is a video encoder, internal and external distribution servers, and internal video sources which include cameras, VTR's, and DVR's.

1.5 Production Systems

Production Systems in use by the County are industry standard technologies. They utilize modern components in both digital and analog formats. Computer based systems drive most of these components and technologies.

1.5.1 Video Technology

Standards in use are Composite, Y/C, RGHB, Proprietary Fiber Optic protocols, MPEG 1&2, AVI, and WMV. Wiring and connection of the systems are industry standard with BNC connections preferred where possible.

Pre-broadcast systems are manually operated via a central 8 channel video mixer that controls several video subsystems. These video subsystems are a combination of CCD cameras and video storage/display devices. Final output is relayed to the broadcast systems and digital or analog video storage systems.

1.5.2 Audio Technology

All audio interfaces in the County Board of Supervisors Chamber and attached AV Room are centralized through a master computer matrix capable of multiplexing, switching, channeling, and acoustic modification. This matrix is fully programmable and maintained by County Staff. Interface controls used by staff or vendors for this audio matrix are provided via the Master Room Control system.

1.6 Audio/Video Systems

1.6.1 Video Capture Systems

1.6.1.1 Cameras

Utilizing a central control board to operate broadcast grade Pan-Tilt-Zoom cameras, the operator is able to capture every point in the room from more than one angle. Presets built into the cameras make redirecting a given focus point for the cameras as easy as pushing a button. In concert with the video mixer, the operator can maintain a fast moving meeting with little effort.

1.6.1.2 Auxiliary Capture Interfaces

Built into the system are several interface points that allow other capture devices to be added to the system. This includes media transmission systems as well as items brought to the county by staff or the public.

1.6.2 Video Storage Systems

1.6.2.1 VTR's

Standardized Y/C capable Video Tape Recorders are used to store signals from the meetings in S-VHS format. Multiple decks are available for simultaneous recording and playback as needed.

1.6.2.2 DVR's

The County operates multiple Digital Video Recorders. These units have built in digital storage capability as well as being able to output the signals to MPEG-2 compliant DVD recordings. The encoding method is proprietary to the recorders but the final output can be rendered into other digitally editable formats without going through an analog conversion process.

1.6.3 Video Display Systems

Rack mounted LCD monitors are used to display all the video sources including the storage systems. Primary preview and final program view are seen via large, high-end, rack mount CRT's. Broadcast quality is monitored with a consumer grade TV to verify audio/video boundary and quality.

1.6.4 Audio Capture Systems

Professional grade condenser microphones, both wireless and wired are used to capture sound within the chambers itself. These phantom powered devices send their signal back to the central audio computer matrix for processing. The signal is processed back out to the various speakers within the room and re-mixed with the program feed to the broadcast and storage systems.

1.6.5 Audio Storage Systems

Audio is stored in a post-processed format via the video storage devices and a digital recording deck. The digital recording deck uses MP3 compression to optimally store the data on commonly found Compact Flash memory chips. The deck does all the conversion of the analog source signal.

1.7 Room Control Systems

1.7.1 Lighting

The lighting in the room is maintained by a master lighting computer and controller. Several control panels within the room maintain presets as well as allow dimming override to the various presets.

1.7.2 HVAC

The heating, ventilation, and air-conditioning system is maintained by a central computer system that handles all needs for the entire building. Sensors throughout the room send their information back to this system and keep the attendees of the meeting comfortable. Overrides are available for after-hours operation of these systems up to midnight.

1.7.3 Systems Controller

One of the most complex systems in the chambers is the master room control system. This computer interfaces all room based systems to be controlled from a series of terminal interfaces. These terminals have custom programming that follows location and function of the terminal. The system can control audio, video, agenda, information, and lighting systems. Operators of the County AV systems will be required to understand and operate this central room control system.

1.8 Environment and Systems Summary

All of the systems are integrated with each other and their function. The complexity of the environment is dictated by this interaction of systems. Each system by itself is relatively simple to operate. Only trained staff can completely understand the entire whole of the system. All vendors and operators of the system are trained by designated County staff who maintain the overall condition of the equipment, the room itself and the relationships with the other County staff and the County's selected vendors.

2 Local Vendor Preference

The County of San Luis Obispo has established a local vendor preference. All informal and formal proposals for contracts will be evaluated with a 5% preference for local vendors except where State Law or other law or regulation precludes use of a local preference.

A "local" vendor will be approved as such when:

1. It conducts business in an office with a physical location within the County of San Luis Obispo
2. It holds a valid business license issued by the County of San Luis Obispo or a city within the County of San Luis Obispo
3. Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate Proposals considering the local vendor preference described above. The burden of proof will lie with Vendors relative to verification of "local" vendor preference. Should any questions arise, please contact Jack Markey (805) 781-5200. All prospective Vendors are encouraged to quote the lowest prices at which they are willing to furnish the items or services listed in County Request For Proposal.

All Vendors shall include in their proposal a completed and signed Local Preference Questionnaire. The Local Preference Questionnaire is found in Section 9.10 – Local Preference Questionnaire.

3 General Instructions

Vendors should read carefully the information contained herein and submit a complete response to all requirements and questions as directed.

Vendor's response to this Request for Proposal (RFP) will become part of the agreement. Price quotations and other time dependent information contained in the response shall remain firm for a minimum of ninety days (90) from the date the proposal response is received.

All costs associated with the development of the Vendor's proposal, vendor demos, travel, or any other costs or expenses incurred prior to awarding a contract are at the expense of the proposing Vendor and will not be reimbursed by the County.

The proposal should be prepared simply and economically, providing a straightforward, concise description of Vendor's ability to meet the requirements of the RFP. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of San Luis Obispo County's needs as presented in the Request For Proposal. Vendor's proposal should contain only information that directly responds to the proposal.

Proposals should expressly state the offer, including all pricing. Proposals will remain in effect through the duration of the contract. In addition, all information presented in your proposal will be considered binding when a contract is developed (unless otherwise modified and agreed to by the County during subsequent negotiations).

The required written and electronic copies of the proposal must be submitted via mail, recognized carrier, or hand delivered. Facsimile ("FAX") proposals or E-mail proposals are not acceptable as a replacement for delivering the required printed copies in response to this Request for Proposal.

The selected vendor will be asked to provide evidence that County insurance requirements have been met. (See Appendix A for boilerplate contract language.)

RFP responses and supporting documentation will become the property of San Luis Obispo County and will not be returned. San Luis Obispo County reserves the right to copy the materials for evaluation purposes.

The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

The County reserves the right to reject any and all proposals if it determines that select proposals are not responsive to the RFP, or if the proposals themselves are judged not to be in the best interests of the County. The County reserves the right to negotiate with any or all Vendors regarding their proposals, and also reserves the right to select the firm representing their proposal, which in the judgment of the County, best accomplishes the desired results. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with firms at any time to gather additional information. Furthermore, the County reserves the right to delete or add terms up until the final contract signing, and will consider all costs and business terms to be negotiable and not artificially constrained by internal corporate policies.

San Luis Obispo County is under no obligation to award this project to the proposal that represents the lowest cost. Selection of a proposal will be based on the selection criteria described in Section 6 - Vendor Selection Criteria. The County may also reject all proposals.

4 Tentative Schedule of Events

Date	Event
December 1, 2006	RFP Release Date
December 8, 2006	Chamber Tours and Q&A (10 A.M. Pacific)
December 22, 2006	Proposals Due
December 29, 2006	Screening Process Complete
January 19, 2007	Vendor Selection and Negotiations Complete
January 30, 2007	Contract Awarded
February 1, 2007	Start of Contract

5 Chamber Tours and Question & Answer Session

An optional tour of the chambers and pre-proposal question and answer session will be held at 10 A.M. (Pacific) on Friday, December 8, 2006. Interested parties should plan on being at the chambers facilities at 1055 Monterey Street in San Luis Obispo, CA.

The primary purpose of this session is to provide background on the County's current needs as well as to provide participating firms with the opportunity to ask questions related to the RFP. The County's project team will facilitate an informal discussion to assist participating firms in assessing the needs of the County, as well as to provide insight into the County's project scope. The County will also use this time to provide participating firms with any additional information relevant to the RFP. Participation at the session is not required, but is strongly encouraged. It is the Vendor's responsibility to become familiar with all information necessary to prepare a proposal.

6 Vendor Selection Criteria

The County will evaluate proposals using the factors described below. Proposals that are late, that do not comply with proposal instructions or those that take exceptions to mandatory requirements will be eliminated without further consideration. Proposals from vendors who are on a State or Federal Barment list will not be considered. All other proposals conforming to RFP submittal requirements will be given a thorough and objective review, based on the following criteria:

- Quality, attention to detail, and understanding of project scope as provided in the proposal.
- Local Preference Questionnaire response.
- An evaluation of Company Background. The County may request further information regarding the financial stability of the vendor.
- An evaluation of sample video production submitted with proposal.
- References checks and possible site visits.
- A consideration of the value offered in the cost proposal.

7 Vendor Notification

All vendors will be notified simultaneously in writing regarding their status during each of the stages of this RFP. The County is under no obligation to explain why a vendor was or was not selected as a finalist. The County reserves the right to go back and talk with any vendor at any time.

The final vendor will be selected based the selection criteria listed above and on follow-up conversations with the finalists.

Finalists may be required to provide financial statements, a performance bond, and the name, address, and telephone number of a Contractor's agency for purposes of Service of Process.

Upon the conclusion of the finalist process, the County may reject all proposals or enter into a contract with the selected finalist.

8 Project Scope

In an effort to connect with the County's citizens and more effectively engage their participation in their local government, the County of San Luis Obispo has been providing live and cablecast programming of the Board of Supervisors meetings for several years. Cablecast has been provided via a Government Access Channel operated at Charter Communication's facilities located at 270 Bridge Street in San Luis Obispo. This programming is a component of the County's Public, Education and Government (PEG) Access Program.

The County has made the decision to continue providing this live and cablecast programming of the Board of Supervisors, Planning Commission, and Health Commission meetings and is seeking proposals from local vendors qualified and interested in contracting with the County to deliver this service.

County Board of Supervisors meetings are scheduled Tuesdays, 9:00 a.m. - 5:00 p.m., with the exception of the fifth Tuesday in a month, and breaks as established by the Board. There will be approximately 40 meetings per year.

Planning Commission meetings are typically scheduled on the 1st and 3rd Thursday of each month 8:30 a.m. - 5:00 p.m. There will be approximately 24 meetings per year.

Health Commission meetings are scheduled monthly on the 2nd Monday of each month, 6:00 p.m. – 9:00 p.m., with the exception of July. It is estimated that there will be 11 meetings per year.

8.1 Term of Contract

The contract shall have a term of one (1) year. At the County's sole discretion, it may exercise an option to renew for four (4) annual renewals.

8.2 Compensation

Proposed compensation should be structured to include:

- A price for each full-day meeting Board of Supervisors and Planning Commission Meeting per the schedule identified in Section 8 above,
- A price for each Board of Supervisors and Planning Commission meeting that ends by 12:00 p.m.,
- A price for each Health Commission Meeting per the schedule identified in Section 8 above, and
- An hourly overtime compensation for any full-day Board of Supervisors and Planning Commission Meeting that extends beyond 5:00 pm, or half-day meeting that extends beyond 12:00 p.m.

8.3 Scope of Services

The County seeks a qualified, independent contractor to provide the following services for television cablecast programming of the County Board of Supervisors meetings on the Government Access Channel:

1. Live broadcast of recorded meetings on Charter Channel 21.
2. Distribute the recording master of Board of Supervisors and Planning Commission meetings to Charter Channel 21 in a timely manner in order to provide for cablecasting by 6:00 p.m. that evening (or 10:00 am the following business day for any meetings that extend beyond 6 p.m.). Also, distribute the recording master of Health Commission meetings to Charter Channel 21 by 10 a.m. the following business day.

3. Ensure that each recorded meeting is cablecast live on Channel 21 during the meeting.
4. Provide one copy of the recording to San Simeon Community Cable in a timely manner for broadcast to its subscribers.
5. Provide one copy of the recording to the County Administrative Office and one copy to the San Luis Obispo City/County Library.

8.4 Performance

Successful execution of the contract will include the following:

1. The contractor will provide gavel-to-gavel coverage of all regular County Board of Supervisors, Planning Commission, and Health Commission meetings. There shall be no editing. A contingency plan must be developed to the satisfaction of the County to ensure that all regular meetings are cablecast, without exception.
2. When requested by the County, contractor will work cooperatively with County staff on special events, or meetings, as appropriate, and at mutually agreed upon dates and times.
4. The contractor will not abuse County equipment.
5. The contractor will not remove any County equipment from the premises without pre-approval and authorization by the County Administrative Officer or his/her designee.
6. The contractor shall at all times provide courteous, high quality, efficient and professional technical service to the reasonable satisfaction of the County.

8.5 Technical Qualifications

The contractor shall, at all times during contracted meetings, have at least 1 employee in the production facility (aka control room) who has a minimum of two (2) years production experience in environments similar to that of the County.

8.6 Ownership and Copyright of County Meeting Recordings

All DVDs, videotapes, or other materials produced in whole or in part under the Agreement with the County shall be the property of the County. These materials may not be sold at any price by the Contractor, or broadcast by any means (such as web streaming) without the express, written consent of the County Administrative Officer. All materials that are sold shall be clearly marked so that the purchaser understands the copy is an "unofficial copy" of the recording.

9 Proposal Submission Format

Vendors are required to follow the proposal format specified in this section of the RFP. Non-conformance to this designated format may be considered grounds for disqualifying proposals.

Vendors may copy and paste sections of this document to facilitate the creation of their responses.

9.1 Response Title and Applicant or Firm Name

9.2 Offer Letter

Vendors must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- A statement that your company will perform the services and abide by the terms and conditions stated in the Request for Proposal and Vendor Response.
- A statement that you agree to the Terms and Conditions specified in Appendix A – Boilerplate contract language.
- A specification of who should be contacted in follow-up to your response along with their contact information.

9.3 Executive Summary

Vendors must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company has over your competitors.

9.4 Company Background

Vendor must provide their response to the following statements and questions in this section of their proposal.

1. Name of Company.
2. Name of Parent Company, if applicable.
3. Company website address, if applicable.
4. Number of Years Company has been in business.
5. Is your company registered with the California Secretary of State to do business in California?
6. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.
7. Gross revenue for the prior fiscal year (in US dollars).
8. Is your organization anticipating any expansion or re-organization within the next year or two? If yes, please describe this.
9. How many employees in your company?
10. What amount of experience do your employees have in operating production facilities such as those owned by the County?
11. How often do you rotate employees through various production facilities?
12. How many Customers are you currently under contract to provide Video Productions Services to?

9.5 Understanding of Scope of Project

Vendors must include a statement of their understanding of the requested project scope. Such understanding shall represent the vendor's expert knowledge of the functions, methods, and problems related to providing effective products and/or services as described in this RFP.

9.6 References

Provide a minimum of three (3) and up to five (5) customer references. Public Sector experience is preferred. For each reference, provide:

Client / 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.	

9.7 Sample Video Production created for a customer other than the County of San Luis Obispo in DVD format.

Vendor must include with your written proposal a DVD of a sample video production developed by your company for a customer other than the County of San Luis Obispo.

9.8 Exceptions to the RFP

List and explain any exceptions you have to this RFP.

9.9 Vendor Material and Additional Information

Use this section to include any other information you would like the County of San Luis Obispo to take into consideration when evaluating your proposal (i.e. Production Awards, Staff Resumes, White Papers, Testimonials, etc).

9.10 Local Preference Questionnaire

Vendor must complete this Local Vendor Preference Questionnaire and include it in their proposal.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address:		
Years at this Address:		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: Business Name: Authorized Individual: _____ Title: _____ Signature: _____ Dated: _____		

Appendix A – County Contract Boilerplate

INVOICES

Contractor shall submit to the County, by the 15th of each month, an invoice and detailed statement of services performed during that preceding period.

PAYMENTS

County shall pay within twenty (20) days after receipt of a complete and accurate invoice of video production activities.

INSURANCE

Insurance. Contractor shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this contract such insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than B+VIII and are admitted insurance companies in the State of California, or (2) insurers of equivalent documented quality which the County Risk Manager has approved in writing.

- A. Comprehensive-Commercial General Liability. Contractor shall maintain in full force and effect, for the period covered by this contract, Comprehensive General Liability insurance with the following coverage.
1. Personal Injury and Bodily Injury, including death resulting therefrom.
 2. Property Damage.
 3. Automobile coverage which shall include owned, non-owned and hired vehicles.

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of \$1,000,000.

The following endorsements must be provided in the CGL policy:

1. If the insurance policy covers an "accident" basis, it must be changed to "occurrence."
2. The policy must cover personal injury as well as bodily injury.
3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
4. The County of San Luis Obispo, its officers, employees and agents shall be named as additional insureds under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the County, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Contract shall be construed to require Contractor's insurance to indemnify County in contravention of Insurance Code section 11580.04.

- B.** Workers' Compensation Insurance. In accordance with the provisions of Labor Code section 3700, Contractor, if Contractor has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Contractor agrees to comply with such provisions before commencing the performance of the work of this Contract.
- C.** The following requirements apply to all insurance to be provided by Contractor:
1. A certificate of insurance shall be furnished to the County prior to commencement of work. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) working days.
 2. Certificates and policies shall state that the policies not be cancelled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.
 3. Approval of the insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operations pursuant to this Contract.
- D.** If Contractor fails or refuses to procure or maintain the insurance required by this paragraph or fails or refuses to furnish County with required proof that insurance has been procured and is in force and paid for, County shall have the right, at County's election, to forthwith terminate this Contract.
- E.** The parties expressly agree that the indemnification and insurance clauses in this contract are an integral part of the performance exchanged in this Contract. The compensation stated in this contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.

IX. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers, and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

TERMINATION OF AGREEMENT

The County reserves the right to terminate this agreement for convenience, without cause, by the County Administrator, on one week's written notice.