



LAS VIRGENES
MUNICIPAL WATER DISTRICT

Request for Proposal Las Virgenes Municipal Water District

Boardroom - Audio/Visual System Upgrade

Published January 24, 2023

Proposal Submittal Deadline: March 9, 2023

All proposals must be submitted to:

Attention:

Ivo Nkwenji

Information Systems Manager

Las Virgenes Municipal Water District

4232 Las Virgenes Road, Calabasas, CA 91302

inkwenji@lvmwd.com

Table of Contents

General Information	2
Introduction	3
Timeline and Required Response Dates	3
Proposal Requirements	4
Bid Award.....	5
Background	5
Goals of the Project	6
General Requirements.....	6
Audio Visual Requirements.....	7
Project Submittals	9
Contract Closeout Submittals	10
Warranty.....	11
SCOPE OF SERVICES.....	12
Control System and Programming	13
Board Member Name Digital Signage (Optional).....	14
ATTACHMENT 1: Professional Services Agreement	15

General Information

The Las Virgenes Municipal Water District (District) serves the western edge of Los Angeles County including the cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village. The District occupies 122 square miles and services a population of approximately 70,000. The District provides potable water, recycled water, and sanitation (wastewater) services to its customers through three separate enterprise funds. The sanitation and recycled water services are provided through a Joint Powers Authority with the Triunfo Sanitation District.

The District is organized under the Municipal Water District Act of 1911 (California Water Code 7100). A five-member board of directors, each elected by geographic divisions, provides governance. Directors serve overlapping four-year terms, and every two years - concurrent with installation of the newly elected board – they select board officers. The board also selects a local representative from LVMWD to serve on the Board of Directors of the Metropolitan Water District of Southern California.

The District is seeking proposals for professional AV design/installation services for the upgrade to the Boardroom audiovisual (AV) systems. This Request for Proposal (RFP) describes the project, scope of services, proposal submittal requirements, and contractor selection process. Failure to submit the information in accordance with the requirements of the Request for Proposal and its associated procedures may be a cause for disqualification.

To be considered, proposals must be received electronically by **5:00 p.m.** on **3/9/2023** to **Ivo Nkwenji** (inkwenji@lvmwd.com). Proposals received after this deadline will not be considered.

Introduction

The Las Virgenes Municipal Water District Board (District) holds its regular meetings on the first and third Tuesday of each month, Joint Powers Authority meetings once a month, and holds occasional special meetings, to discuss and act on a variety of issues that are required to address as a Board. The current AV systems are outdated and need to be updated and augmented with new systems and equipment to allow for live web broadcasting, hybrid (combined in-person and teleconference) meetings as well as video recording of other meetings, workshops, or events.

The District also holds a variety of other types of events in the Boardroom, including meetings that might be too large for existing conference rooms, trainings, presentations, etc. Because the room serves many purposes, it is important that staff can be confident that the equipment can handle a multi-use environment with accommodations for a hybrid setup.

The AV Contractor is to design and install an up-to-date AV system that will meet performance objectives for District Board meetings and other events that take place in the Boardroom. The AV contractor will attend meetings with Water District employees to determine needs, present their design, make modifications as requested, and review final designs; then once approved, acquire all equipment and materials and then install complete working systems.

The AV Contractor shall provide project management to ensure the fulfillment of this Scope of services within budget and schedule. The AV Contractor is expected to provide continuous Quality Assurance and Quality Control of design and installation activities.

Timeline and Required Response Dates

- January 24, 2023: Request for Proposal (RFP) released.
- February 9, 2023: Interested contractors should notify the Water District of their intent to respond to the RFP by email to inkwenji@lvmwd.com. Please include the name, phone number, and email address for the primary contact at the firm. The email address will be used to send any clarifying information during the RFP response period.
- February 23, 2023: Mandatory Pre-Bid Meeting Date. A mandatory meeting and site evaluation will be held in the Water District Boardroom at 11am on February 23, 2023. Contractors will have the opportunity to see the current room configuration and audiovisual equipment. A second Pre-Bid Meeting might be arranged if scheduling conflicts preclude attendance at this meeting.
- March 2, 2023: All questions pertaining to the scope of project must be received in writing.
- March 9, 2023: Proposal Submittal Deadline. Proposals must be received by 3:00 pm, on Thursday March 9, 2023 in order to be considered. Upon receipt, the proposals will be reviewed by Las Virgenes Municipal Water District staff for responsiveness to this RFP including all proposal requirements as listed in this RFP.
- TBD: Board Authorization to negotiate contract.

- TBD: Contract Award and Notice to Proceed. Begin mobilization process.
- TBD: Submit an initial detailed project schedule outlining all tasks, durations, and milestone dates for Water District review and approval.
- TBD: Commencement of Construction.
- TBD: Substantial Completion of Installation.
- TBD: Commissioning and Punch list.
- TBD: Contract Closeout.

Proposal Requirements

An electronic copy of the proposal in response to this RFP shall be submitted to Ivo Nkwenji, Information Systems Manager at Las Virgenes Municipal Water District and received by the Water District by the due date set forth above. The primary evaluation criteria used to select the winning proposal will be based on understanding of the project, project approach, scope of work, staff qualifications and experience, record of performance, references, and the proposed bid amount.

The following items shall be included in the bid documentation:

1. Company profile including history, number of employees, facility size and annual revenue.
2. The contractor's experience and capability, and the experience and qualifications of the proposed team members that will perform the work required for the project. Qualifications for bidding on this project will include:
 - a. Contractor shall have previously installed at least three jobs of similar magnitude, completed within the last five years. A resume shall be provided for these projects including project name, scope of services, year completed, and contact information for reference.
 - b. Contractor shall have five years of experience with equipment and systems of the types specified, shall maintain a fully staffed and equipped service facility, and shall be a franchised dealer and authorized service facility for the major brands specified, and shall be properly licensed to work in Calabasas, California.
 - c. Resume of key personnel to be used on this project, including but not limited to: Project Manager; Lead Engineer; Job-Site Superintendent.
3. The contractor's proposed approach to the project including the management approach and logistics necessary to accomplish the work;
4. The contractor's detailed scope of work for the project, which includes a detailed explanation of the project.
5. A sample set of shop drawings or as-built documents that confirm the Contractor's capabilities to provide engineering and documentation for the project.
6. A line sheet listing all manufacturers for which the Contractor is a dealer and/or authorized service center.
7. A description of the Contractor's abilities for in-shop assembly, fabrication and testing.
8. The Bidder shall disclose in the bid whether any portions of the project work will be subcontracted out. All terms of this contract, including bidding and qualification statements, shall apply to the subcontractor.
 - a. Name of the proposed subcontractor.
 - b. A statement of qualifications for each subcontractor.

- c. A scope of work outlining what portions of the project for which the subcontractor will be responsible.
9. Proposed project schedule. Work must be completed in a timely manner and scheduled around District Board meetings. Systems must be operational for meetings unless previously arranged with District staff and adequate provision is made for nonfunctioning systems.
10. The contractor's proposed bid amounts with a detailed breakdown of each aspect of the project. Include the following information with the bid submittal:
 - a. The total contract price.
 - b. The total price for any add or deduct alternates.
 - c. An itemized equipment list with quantities and unit pricing.
 - d. In the event of changes to the project scope, a guaranteed equipment markup rate and labor rates.
 - e. A breakdown of the number of labor hours for each of the following:
 - i. Engineering and documentation.
 - ii. On site coordination meetings and supervision.
 - iii. In shop fabrication and assembly.
 - iv. On site fabrication, assembly, and installation.
 - v. On-site verification and testing.
 - f. All contract work must be paid and verified according to the State of California's Department of Industrial Relations Prevailing Wage regulations (<https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>).

Bid Award

Bids will be evaluated based on responsiveness, completeness, project experience, staffing and price. Evaluation of the proposals received will result in a ranking of the responsive contractors. If needed, interviews will be held with the top-rated contractors which will be scheduled to allow ample time for possible presentation preparation.

Background

- The District's Information Systems Division is responsible for supporting staff IT needs and for maintaining and improving technology infrastructure and systems. The District's IT operations include network services, cloud services, cybersecurity services, and support services.
- The District's Boardroom is the primary facility for board meetings, some internal meetings, and other meetings with participants from outside the District.
- The Boardroom features a 12-seat dais, a podium, a guest seating area, and an adjoining AV equipment room. The room can seat approximately 95 meeting participants and guests.
- There is large projection display monitor – seldom used in recent times.
- There are three movable display monitors (75-INCH LCD each) used to support hybrid meeting setups.
- There are 13 wired gooseneck microphones, and two rechargeable wireless microphones.
- The Boardroom speakers are mounted on the ceiling.
- The Boardroom has a rack with AV equipment for controlling the microphones and speakers.

- The Boardroom has power outlets under the dais to enable in-person panelists to connect a mobile device.

Goals of the Project

- The District wishes to upgrade the Boardroom’s capabilities, to include the following:
 - Enable video capture and transmission within the Boardroom
 - Improve video conferencing
 - Improve audio and video recording and streaming
 - Improve audio conferencing
 - Improve tools for AV system control and administration
 - Improve assisted listening system
 - Improve presenter access to AV system
 - Provide staff training on AV system operation
 - Establish consistent AV system maintenance and support

General Requirements

A. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

The District reserves the right without prejudice to reject any or all proposals.

B. Receiving Time / Late Proposals

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the District prior to the proposal closing time. Late proposals will be returned unopened to the sender. Postmarks are not accepted, all responses must be received by the District by the deadline.

C. Acceptance of Conditions Governing this RFP

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

D. Incurring Cost

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer. Any cost incurred by the proposer for set up and demonstration or for interviews shall be borne solely by the proposer.

E. Proposer’s Rights to Withdraw Proposal

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. Any request must be submitted in writing.

F. Sub-consultants

Use of sub-consultants must be clearly explained in the proposal and identified by name. Prime consultants shall be wholly responsible for the entire performance whether or not sub-consultants are used. Substitution of sub-consultants must be approved in writing by the District.

G. Best and Final Offer

The District reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the District. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.

H. Disclosure of Proposal Contents

All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.

I. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out of pocket expenses incurred in accordance with the firm's cost proposal. Interim billings shall cover a period of not less than a calendar month.

J. Insurance

Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation laws, and such liability insurance as will protect against claims for damages for bodily injury, including death, and damages to property in accordance with the terms of the Agreement. The District and District employees are named as an additional insured. The proposing firm must be willing and able to obtain an errors and omissions insurance policy for coverage of no less than \$1,000,000 per occurrence for the willful or negligent acts of the firm and its officers, employees, and agents.

Proposer shall maintain evidence of coverage in an updated form during the term of the Agreement. For more insurance-related provisions, see the attached Professional Services Agreement (Attachment 1).

Audio Visual Requirements

AV Systems must be operational for meetings unless previously arranged with District staff and adequate provision is made for nonfunctioning systems.

The AV Systems consist of the engineering, materials, equipment and systems described in this RFP. This Contract is for system design, documentation and drawings, equipment, material, installation, programming and training. The work of this section includes a complete and operational turn-key system.

All bidders shall fully inform themselves of the conditions under which the work is to be performed. No additional compensation shall be allowed for any labor or item the bidder could have been fully informed of prior to the bid date.

The systems shall conform to all applicable code requirements and shall be in conformance with industry standards of operation and practices. All materials, arrangements, and procedures shall comply with applicable code requirements, allowing the users to arrange and operate a safe assembly and working environment for audience and user personnel.

In the absence of more stringent requirements, the AV Contractor shall maintain injury and property liability insurance coverage throughout the project's scheduled timetable, including workmen's compensation coverage for Contractor's employees.

All work and materials shall comply with all applicable building codes and regulations.

Obtain all licenses and permits necessary for the execution of any work pertaining to the installation, or any operation by the District.

This is a Prevailing Wage Project. Contractor shall follow the Department of Industrial Relations requirements for the duration of this project. Questions regarding Prevailing Wage requirements can be addressed with the California Department of Relations - <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm> or asked during the question-and-answer period of this RFP.

Contractor will comply with all union jurisdiction requirements for the completion of the project. Questions regarding jurisdiction should be directed to District personnel.

The Contractor will coordinate with other Contractors as required and in a timely fashion to convey all information (scheduling, structural, electrical, technical or otherwise) necessary to the completed project.

The Contractor will be responsible for connecting ground point to all equipment in accordance with applicable state and local codes, and industry standards for AV systems. Coordinate with the Division 26 Electrical Contractor.

Equipment and materials shall be new, meet the latest published specifications of that product, and conform to applicable regulatory provisions. Take care during installation to prevent scratches, dents, chips, etc.

Install rack mounted equipment with black 10-32 button head machine screws. Provide security covers on non-user-operated equipment having front panel controls. Install covers at the conclusion of Acceptance Testing. Provide engraved lamicooid labels at the front and rear of equipment mounted in racks. Mount labels on the equipment and attach in a neat, plumb, and permanent manner. Embossed labels will not be accepted.

All products and materials to be handled and shipped in accordance with manufacturer's recommendation. Provide protective covering on equipment and furniture during construction to prevent damaging or entrance of foreign matter. Replace at no expense to District, the product(s) damaged during delivery, storage, handling or construction.

Review Architectural, Mechanical, and Electrical Contract Documents as needed in light of requirements for AV systems. Provide a document to the District advising of any changes required in order to allow the AV systems to be installed and function correctly.

Project Submittals

Product Data: Submit manufacturer's product data sheets for each item of equipment that will be provided as part of this contract. Submit electronically as a single PDF, per project requirements. All equipment cut sheets will be arranged per section. Provide a table of contents and a bookmark at the start of every product sheet.

Any equipment requiring color selection: Submit to the District color options for evaluation and selection.

Submit project shop drawings for review and approval prior to ordering equipment. Failure to submit shop drawings with ample time for evaluation shall not entitle the contractor to an extension of contract time. There will be no work authorized on site without the prior submittal and subsequent approval of a complete set of shop drawings. Any exceptions to this must be in writing and approved by the District. Shop drawings shall indicate complete details and dimensions of work to be performed. Shop drawings shall be formatted as outlined below, and should contain the items as appropriate, but are not be limited to, the following details:

1. Submitted as a multi-sheet PDF document with:
 - a. 30" X 42" sheets (verify drawing size and number of sets with architect)
 - b. Table of Contents
 - c. Bookmarks for every sheet with Sheet Name and Number
2. Drawings shall be a standalone package containing all information required to locate and install all junction boxes, devices and related equipment.
 - a. Video display locations, orientation, and mounting methods
 - b. Architectural Coordination. The layout of all spaces shall be coordinated with current architectural drawings and site conditions. Millwork and custom enclosures shall be coordinated with the District. Coordinate locations of all junction boxes, AC power outlets, and wire routing and management. Spaces include, but are not limited to Equipment Rooms, Board Dais, Audio Production Suites and other Control Spaces.
 - c. Custom Furniture. Provide a detail showing all dimensions and finishes for all custom furniture as well as equipment locations and mounting methods.
 - d. Rack Layout and Location Diagrams with overall dimensions.
 - i. Submit heat loads for each equipment rack.
 - ii. Provide AC Power requirements for each equipment.
 - e. Antenna orientation, mounting elevation, and attachment hardware schedule.
 - f. Conduit riser diagrams for showing interconnect of all systems.
 - g. Wiring Spreadsheet showing all wiring pull lengths from source to destination, including wire numbers.
 - h. Wiring schematic. Complete, detailed wiring schematic for all systems, based on the contract documents but including cable types, identification by number and color codes, and detailed wiring of connections, both at equipment and between equipment racks and wiring in conduit.
 - i. Schematic drawings of any custom circuitry or equipment modifications, including connector pin-outs and component lists.

- j. Terminal strip layouts for all terminal strips to be used in junction boxes or in the equipment racks.
- k. Provide circuiting detail for power distribution within the rack(s) both in the equipment rooms as well as at the control positions.
- l. Fabrication details for all custom panels and devices include materials, finishes and labeling.
- m. Patch bay layouts, including patch point labeling.
- n. Schedule of colors for all equipment and materials including speakers, wall panels, exposed cabling, and custom furniture. Include all information required for coordination of custom colors with Architect.
- o. Network schematic showing logical connections of all network connected devices including IP address and VLAN information. Coordinate with District IT division for development of VLAN requirements and IP address scheme for AV equipment.
- p. Custom Control Software Programming and User Interface Submittal.
 - i. Provide for approval prior to system installation an electronic copy of the DSP and Control System files, showing all user interfaces and control logic flow diagrams. It is the Contractor's responsibility to provide all custom software interface programming for the systems provided under this section.
 - ii. All Custom Software to be the unconditional property of the District, and copies of the files with all passwords to be provided on disks or memory sticks.
- q. Wireless frequency analysis. It is the responsibility of the contractor to coordinate all wireless frequencies.
- r. Assistive Listening System Analysis. Contractor is responsible for providing documentation showing the Assistive Listening system meets accessibility requirements of the project location. Contractor is to provide a quantity of receivers per prevailing code.

Contract Closeout Submittals

1. Submit according to conditions of the Construction Contract and Project Manual. Submit all contract closeout documentation within 30 days after substantial completion, unless otherwise noted.
2. Contractor shall work from approved shop drawings only. Note changes made during installation on a single set of drawings. This set of marked up drawings will not leave the jobsite until after the final system commissioning. Submit two corrected sets of drawings showing work as installed. All "as-built" drawings to be provided both in electronic form (AutoCAD 2017 or later) and in hard copy (same size as project architectural drawings).
3. Contractor to provide a Project Manual prior to acceptance testing. Provide a minimum of one hard copy and one electronic copy. This manual shall contain the following information:
 - a. Table of Contents.
 - b. Contractor's contact information for warranty and/or service.
 - c. A complete list of equipment, both installed and loose gear. Include manufacturer, model number, and serial number for all devices. Include settings (software or

hardware) for any devices that required modification or adjustment during the acceptance testing.

- d. Operating manuals for each device.
 - e. Documentation of all testing results.
 - f. Wireless microphone frequency coordination report
 - g. A USB Drive containing all As-Built drawings in PDF & DWG format.
 - h. Replacement parts lists of major items of equipment.
 - i. Provide a suggested schedule of routine maintenance. Schedule should include dates of replacement of all batteries, cleaning of air filters and procedures for checking speaker components.
 - j. Create a quick start guide to provide information specific to the system, such as procedures for system power on/off, patching, different modes of operation etc.
 - i. The guide should convey information specific to the installed system. It is not intended to be a guide on generic sound system operation.
 - ii. Anticipated length of the guide is less than two pages front and back.
4. Provide two copies of all software installed on computers or equipment in the system, including all device configuration files on a USB Disk. One copy is to be furnished to District IT department.
 5. Produce compact system flow diagrams showing all components, cables, and wire numbers that will be mounted on the wall of each equipment rooms(s). Provide photographically reproducible as-built wiring diagrams at a reduced scale that are easy to handle and fully legible.
 6. Asbestos and PCB Certification: After completion of installation, but prior to Substantial Completion, Contractor will certify in writing that products and materials installed, and processes used, do not contain asbestos or polychlorinated biphenyls (PCB).
 7. Provide a complete list of spares inventory to include quantity, manufacturer, model number, and serial number.

Warranty

The Contractor shall warrant new equipment to be free of defects in materials and workmanship for not less than one year after date of Substantial Completion. Contractor to also provide options for maintenance agreements for three and five years as options. Defects occurring in labor or materials within one-year warranty shall be rectified by replacement or repair. Within the warranty period, provide answer to service calls and requests for information within a 24-hour period, and repair or replace any faulty item within a 72-hour period without charge, including parts and labor.

This warranty shall not void specific warranties issued by manufacturers for greater periods of time. Nor shall it void any rights guaranteed to the District by law.

Contractor to provide District with exact beginning and ending dates of the warranty period. Include the name of the person to call for service and telephone number. This information to be part of Project Record Drawings.

Contractor to provide a final site visit and verification that the system is operational and all items are functioning correctly at the end of the warranty period. The contractor shall not be responsible for correcting items that have obviously been changed by the District or end user.

Provide alternate line item pricing for an extended term maintenance agreement and warranty support that would include a rapid response time for service calls.

- The District requires one hour phone response from 7 AM until 5 PM during normal business days.
- Please detail options for EMERGENCY response to the District.
- Regular inspections of system to ensure latest firmware/software updates are completed in a timely manner and testing of all equipment to ensure they are in proper working condition.

SCOPE OF SERVICES

The District seeks to ensure the following objectives are met through the equipment replacement of the legacy system with an innovative industry standard production quality A/V system:

- Improving the A/V technology used for public meetings for the purpose of enhancing the viewing experience for members of the public attending in-person, streaming, and watching televised meetings.
- Limit physical modifications to the Boardroom only to those improvements that are necessary for ADA compliance and/or that are required to accommodate the new audio and visual technology.
- Modifications to A/V system must be able to integrate virtual or remote attendees with in-person attendees seamlessly.
- Evaluate and identify means to accommodate current and emerging audiovisual technologies and trends. Special consideration for hybrid meetings, including remote participation via telephone connection, Teleconferencing (Zoom, Teams, Webex, etc.) and provision of ADA accommodations. ADA accommodations to include, but are not limited to Devices for hearing impaired.
- Boardroom speakers to include localized volume-tuning options
- Provision of portable (mobile) cameras to accommodate ad-hoc meeting requirements.
- Centralized A/V control to enhance meeting experience such as:
 - Remote mic/speaker volume control
 - Remote controlled camera (PTZ and others) for zoom/focus.
- Recommendation for improvements or upgrades of A/V system, coupled with strategic map, timeframe, and order of magnitude cost estimates associated with implementation.
- All microphones to include separate pushbutton mute control that will activate muting in the DSP.
- Provide audio feeds to all existing audio zones with individual level control of each zone.
- Evaluate existing speaker system including audio amplifiers. Provide system optimization to ensure for greatest gain before feedback.
- Uninstall unnecessary AV equipment and projector

- Reuse existing audio, speakers, and AV equipment as necessary.
- Uninstall and replace existing gooseneck microphones.
- Replace existing handheld microphones.

Control System and Programming

A new control system will include a touchscreen display that will interface with all equipment and provide functionality as outlined below:

- Provide a 15” or larger color table mount touchscreen at the clerk location. Provide an additional control touchscreen in the production video control room.
- The functionality provided by the AV Control System will include but may not be limited to:
 - System On/Off (Standby)
 - System power down – manual and/or scheduled
 - Video source selection and routing of AV sources to any of the available video displays
 - Control and scaling of video displays
 - Room audio source selection
 - Room audio volume control
 - Individual microphone mute and level control
 - Teleconferencing functions including all phone system interface programming
 - Teleconference audio source selection/mixing
 - Teleconference audio volume control
 - Control touch panel functions as per the District
 - Zone level/mute
 - Transport control of appropriate devices
 - Any existing functionality currently in system
- Create menu pages to provide simple “one-touch” system activation, selection of preset operating parameters, as many as may be required to cover the various meeting modes: District Board; Hybrid (Zoom, Teams, Webex etc.); and other functions, and a quantity of user-definable presets.
- Touchscreen programming will provide access to system individual microphone levels, playback control of source devices, microphone equalization, and other functions to be determined in conversations with the District.
- An advanced section will be included to allow a means of storing user definable presets that set microphone levels and custom microphone equalization. A library of microphone equalization settings will also be stored.
- Menu pages must be password protected to limit access beyond simple system on/off and preset selection to those trained and qualified for other operations. All passwords and login information and software licenses related to the control systems programming will be provided to the District for distribution as appropriate among staff and end users.
- All custom programming configurations and code will remain the property of the District.
- Prototype control screen templates will be presented to the District for review and approval.
- Completed base programming and structure will be tested and operational during system commissioning.

- The AV Contractor shall provide for up to two District requested revision lists to functionality and GUI layout that will be incorporated into the control system programming during the first year of building operation, after the first systems use. The AV Contractor shall provide these programming revisions without request for additional payments.
- In addition to the two major programming revisions, the lead programmer(s) shall be present for the first two times each of the systems are used by the District. Assume there will be two to three hours of follow-up programming changes after each of these two events.
- Integration with the Granicus Peak Agenda for electronic roll call and voting that will display voting results on screen and viewable by remote participants. Integrate the Digital timer display as well.

Board Member Name Digital Signage (Optional)

Provide optional pricing for the following displays:

- Board member and staff name plate digital signage displays to be mounted on the front of the dais.
 - Displays to be controlled and programmed for various meetings by the control system.
 - Provide signage configurations for a standard Board meeting, two configurations for committee meetings plus two additional templates that can be programmed on the fly.
 - Displays to be at least 22" video displays with at least 1920x1080 resolution.

ATTACHMENT 1: Professional Services Agreement
Las Virgenes Municipal District Professional Services Agreement

**Las Virgenes Municipal Water District
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is entered into this ____ day of _____, 2022 by and between Las Virgenes Municipal Water District (“Agency”), and **Consultant** (“Consultant”). Agency and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

1. PURPOSE.

1.1 Project.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Agency on the terms and conditions set forth in this Agreement and Agency desires to engage Consultant to render such services for Boardroom Audiovisual Technology Upgrades (“Project”) as set forth in this Agreement and its attached exhibits.

Now therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties do contract and agree as follows:

2. TERMS.

2.1 Scope of Services.

2.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Agency all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (“Services”). The Services are more particularly described in the attached **Exhibit “A”** (“Scope of Services”). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

2.1.2 Term. *[This Agreement shall commence on the date above written and shall continue until completion of the Services described above.]*

*******Or*******

*The term of this Agreement shall be from Date to Date, as set forth in the attached **Exhibit “B”** (“Fee Schedule”) unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.]*

2.2 Consideration.

2.2.1 Compensation. *Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in the Fee Schedule. The total compensation shall not exceed written dollar value Dollars (\$XXX.00) without written approval by Agency. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.*

2.2.2 Payment. Consultant shall submit to Agency a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Agency shall pay all approved charges within thirty (30) days of receiving such statement.

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

2.3 Responsibilities of Consultant.

2.3.1 Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Consultant is an independent contractor and not an employee of Agency. Except as Agency may specify in writing, Consultant shall have no authority, expressed or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Agency and shall at all times be under Consultant's exclusive direction and control.

2.3.2 Payment of Subordinates. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.3.3 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally

recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them.

2.3.4 Licensing. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

2.3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Agency.

2.3.6 Substitution of Key Personnel. Consultant has represented to Agency that certain key personnel will perform and coordinate the Services under this Agreement. Key Consultant personnel to be assigned to this Agreement are identified in the List of Key Consultant Personnel set forth in the attached **Exhibit "C"** ("Key Personnel"). Key Personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Agency. The Agency shall have the right to approve or disapprove the reassignment or substitution of Consultant key personnel listed in Exhibit C for any reason at its sole discretion. In the event that Agency and Consultant cannot agree as to the substitution of key personnel, Agency shall be entitled to terminate this Agreement for cause.

2.3.7 Unavailability of Key Personnel. In the event individual key personnel listed in Exhibit C are terminated either by the Consultant or the individual, with or without cause, or if individual key personnel are otherwise unavailable to perform services for the Consultant, the Consultant shall provide to the Agency written notification detailing the circumstances of the unavailability of the individual key personnel and designating replacement personnel prior to the effective date of individual key personnel termination or unavailability date, to the maximum extent feasible, but no later than five (5) business days after the effective date of the individual key personnel termination or unavailability. The Consultant shall propose replacement personnel that have a level of experience and expertise equivalent to the unavailable individual key personnel for Agency review and approval.

2.3.8 Removal of Consultant Personnel. The Consultant agrees to remove personnel from performing work under this Agreement if reasonably requested to do so by the Agency within 24 hours or as soon thereafter as is practicable.

2.3.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing

it to be contrary to such laws, rules, and regulations, Consultant shall be solely responsible for all costs arising therefrom.

2.3.10 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall comply with all prevailing wage requirements under the California Labor Code and Consultant shall forfeit as penalty to the Agency a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid. The Agency has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the Agency’s office and shall be made available for viewing to any interested party upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the Project site.

(b) Registration and Labor Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

(c) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

2.3.11 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Agency during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work,

data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

2.4 Representatives of the Parties.

2.4.1 Agency's Representative. The Agency hereby designates its General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Agency's Representative"). Consultant shall not accept direction or orders from any person other than the Agency's Representative or his or her designee.

2.4.2 Consultant's Representative. Consultant hereby designates ~~XXXXXX~~, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

2.5 Indemnification.

To the fullest extent permitted by law, Consultant shall immediately indemnify and hold the Agency, its directors, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors, or omissions of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Consultant's Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and costs, including expert witness fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant shall immediately defend, with Counsel of Agency's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions, or other proceedings of every kind that may be brought or instituted against Agency or its directors, officials, officers, employees, volunteers, and agents. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against Agency or its directors, officials, officers, employees, volunteers, and agents as part of any such claim, suit, action, or other proceeding. Consultant shall also reimburse Agency for the cost of any settlement paid by Agency or its directors, officials, officers, employees, agents, or volunteers as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for Agency's attorneys' fees and costs, including expert witness fees. Consultant's obligation to defend and indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance

proceeds, if any, received by the Agency, its directors, officials, officers, employees, agents, or volunteers.

2.6 Insurance.

2.6.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Agency that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Agency that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Agency to terminate this Agreement for cause.

2.6.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees, or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$2,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(c) Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the Agency, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors, or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

(e) Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Agency (if agreed to in a written contract or agreement) before the Agency's own primary or self-Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the Agency, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its directors, officials, officers, employees, agents, and volunteers.

2.6.3 All Coverages. The general liability and automobile liability policy shall include or be endorsed to state that: (1) the Agency, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to work by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the Agency, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Agency, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(a) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(i) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against Agency, its board members, officers, employees, agents, and volunteers, for any claims arising out of the work of Consultant.

(ii) Policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Agency under such policies. Consultant

shall be solely responsible for deductible and/or self-insured retention and Agency, at its option, may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of Agency.

(iii) Prior to start of work under this Agreement, Consultant shall file with Agency evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s).

(iv) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Consultant or 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 Agency, Attention: Director of Finance & Administration.

(v) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the Agency as to the use of such insurer.

(vi) Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by Agency.

2.6.4 Reporting of Claims. Consultant shall report to the Agency, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

2.7 Termination of Agreement.

2.7.1 Grounds for Termination. Agency may, by written notice to Consultant, terminate the whole or any part of this Agreement without liability to the Agency if Consultant fails to perform or commits a substantial breach of the terms hereof. Either Party may terminate this agreement on thirty (30) days' written notice for any reason. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to Agency, and Consultant shall be entitled to no further compensation. If the Agreement is terminated by Consultant without cause, Consultant shall reimburse Agency for additional costs to be incurred by Agency in obtaining the work from another consultant.

2.8 Ownership of Materials and Confidentiality.

2.8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Agency to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). The Consultant shall deliver to Agency on demand or upon completion of the Project, all such Documents & Data which shall be and remain the property of the Agency. If the Agency uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit A, the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The Agency may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

2.8.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of Agency, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause, or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Agency’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television, or radio production, or other similar medium without the prior written consent of Agency.

2.9 Subcontracting/Subconsulting.

2.9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Agency. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3. General Provisions.

3.1.1 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Agency:

Las Virgenes Municipal Water District
Attn: **District Contact**

Consultant:

Consultant, Contact & Address

4232 Las Virgenes Road
Calabasas, CA 91302

Such notice shall be deemed made when personally delivered or when mailed, upon deposit in the U.S. Mail, first class postage prepaid and registered or certified addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

3.1.3 Time of Essence. Time is of the essence for each and every provision of this Agreement. The acceptance of late performance shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

3.1.4 Agency's Right to Employ Other Consultants. Agency reserves the right to employ other consultants in connection with this Project.

3.1.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.1.6 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Agency.

3.1.7 Amendment. This Agreement may not be altered or amended except in a writing signed by both Parties.

3.1.8 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.

3.1.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.1.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.1.11 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.1.12 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.1.13 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.1.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.1.15 Integration. This Agreement represents the entire understanding of Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be executed the date first written above:

APPROVED:

APPROVED:

Las Virgenes Municipal Water District

CONSULTANT

David W. Pedersen
General Manager

Name
Title

EXHIBIT A
SCOPE OF SERVICES

Choose a building block.

**EXHIBIT B
FEE SCHEDULE**

Choose a building block.

**EXHIBIT C
KEY PERSONNEL**

Choose a building block.