



Request for Proposal

Unified Security & Video Solution

Date Released: April 10th, 2024

Date Due: May 9th, 2024

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1. Background

- 1.1. Petaluma is a city in Sonoma County, California, located in the North Bay region of the San Francisco Bay Area. Its population was 59,776 according to the 2020 census.
- 1.2. Petaluma's name comes from the Miwok village Péta Lúuma, which was located on the banks of the Petaluma River. The modern City originates in Rancho Petaluma, granted in 1834 to famed Californio statesman Mariano Guadalupe Vallejo, considered to be the founder of Petaluma. Today, Petaluma is known for its well-preserved historic center and as a local hub for the Petaluma Valley region of Sonoma County.
- 1.3. Definitions:
 - 1.3.1. "City" refers to the City of Petaluma.
 - 1.3.2. "Vendor" or "Bidder" refers to a firm or organization submitting a Proposal for this project.
 - 1.3.3. "Contractor" refers to the Vendor who is awarded the contract for this engagement.
 - 1.3.4. "RFP" refers to this Request for Proposal.
 - 1.3.5. "PM" refers to the Project Manager assigned by the City for the project described in this RFP.

2. Response Requirements

2.1. Response Requirements

- 2.1.1. Proposals are due and must be submitted by May 9th, 2024, at 2:00 PM PST.
- 2.1.2. Proposals must be via email addressed to:

Attn: Video Surveillance RFP
Brendan Galten
City of Petaluma
bgalten@cityofpetaluma.org

- 2.1.3. Vendors must supply one (1) electronic copy of the proposal via email
- 2.1.4. All prices are FOB (Free on Board) in the City of Petaluma, 11 English Street, Petaluma, CA 94952.
- 2.1.5. PROPOSALS MAY NOT BE FAXED.
- 2.1.6. Proposals are to be formatted such that any requested information is provided directly beneath each numbered section in which the information is requested or in the specific forms provided within this document.
- 2.1.7. There will not be a public bid opening immediately following the proposal due date. Instead, a City team will evaluate proposals based on the requirements of this RFP.
- 2.1.8. If their proposal is selected for review, vendors shall make themselves available to meet with the City during the week following its due date.

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2.1.9. The City would like to procure the video surveillance system using an existing joint purchase agreement. The Vendor shall reference an existing joint purchase agreement with its pricing in the Proposal Pricing Section and the Appendix Bill of Materials.

2.1.9.1. Vendor shall provide the joint purchasing agreement contract number or any other information helpful to a City review of the referenced joint purchasing agreement.

2.2. Questions on this procurement shall be directed, in writing, via email to:

Brendan Galten

City of Petaluma City Hall

bgalten@cityofpetaluma.org

2.2.1. The deadline for questions is April 17th, 2024, at 5:00 PM PST.

2.2.2. The City and its consultants will issue a response to questions by April 24th, 2024.

2.3. The tentative schedule for this procurement after the proposal due date is described in the following Table 1:

Table 1

Estimated Selection Process Step	Estimated Date(s)
RFP Issued	April 10 th 2024
Questions Due	April 17 th 2024
Question Responses	April 24 th 2024
Site Vendor Walkthrough	April 30 th – May 1 st 2024
Final Proposal	May 9 th 2024
Software Platform Demos	Week of May 13 th
Final Vendor Selection – Council Approval	May 22 nd 2024
Project Start	June 3 rd 2024

2.4. Procurement Information

2.4.1. The City intends to contract with a qualified access control and video surveillance vendor to complete the work effort documented within this specification.

2.4.2. This RFP document provides for the specification and procurement of an access control and video surveillance system for the City of Petaluma. The system includes door access hardware, cameras, security panels, intercoms, environmental monitors, remote door releases, cloud video recording capabilities, mobile app capabilities, structured cabling, patch cables, connection to electrical power, and any necessary management software. Site locations and surveys are provided in Attachment A:

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2.5. General Requirements

- 2.5.1. The winning Vendor (“Contractor”) shall furnish and install all necessary labor, material, and/or equipment required to complete the work as described within these Proposal documents and as specified herein for the City.
- 2.5.2. The City has provided site plans for the video surveillance locations. See Attachment A.
 - 2.5.2.1. The City will work with the selected Contractor to finalize component locations based on the selected individual component characteristics and coverage needs.
- 2.5.3. The Contractor shall carefully investigate the site and conditions, verify dimensions by actual measurement if necessary, and coordinate the work accordingly. The Contractor shall be responsible for the accuracy of all such measurements and the precise fitting and assembly of the finished installation.
- 2.5.4. No substitutions, deletions, changes, or additions of access point locations shall be permitted without written approval from the City.
- 2.5.5. The Contractor shall be responsible for protecting its work until the City issues written acceptance of the system.

2.6. Qualifications of Vendor

- 2.6.1. The Vendor must be certified by the manufacturer of video surveillance systems required by this bid opportunity.
- 2.6.2. Vendor shall be licensed to do business in the State of California.
- 2.6.3. The Vendor shall have worked satisfactorily on systems of this type and size for a minimum of five (5) years.

2.7. Coordination

- 2.7.1. Contractor shall coordinate its activities with the City Project Manager (“PM”) on the project and attend project management meetings as directed.
- 2.7.2. The Contractor and the city PM will coordinate the preparation of an agreement on an installation schedule.

3. Evaluation

- 3.1. The evaluation process will consist of reviewing and evaluating Proposals received by a team consisting of City personnel and a consultant.
- 3.2. Such criteria are to be used as a guideline only and shall not operate as a waiver of the City’s right to choose the proposal it deems to be in the City’s best interests. The City reserves the right to adjust its evaluation criteria as it deems fit at any time.
 - 3.2.1. The City is concerned with both the technical functionality and the aesthetic appearance of the component locations, cabling, and enclosures in a public setting at City facilities. The Vendor’s proposal shall demonstrate its ability to provide a technical solution that does not detract from the landscape’s aesthetic qualities.

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3.3. This project is subject to City Council approval.

3.4. Qualifications of Contractor

3.4.1. Contractors must be certified by the manufacturer in all hardware and software required by this RFP.

3.4.2. The Contractor shall be licensed to do business in the State of California.

3.4.3. The Contractor shall have worked satisfactorily on systems of this type and size for a minimum of five (5) years.

3.4.4. If the use of subcontractors is approved, they shall assume all rights and obligations toward the Contractor that the Contractor assumes toward the City and the City's delegates.

4. General

4.1. Scope of Work

4.1.1. The City of Petaluma (City) is requesting Proposals from contractors to provide a new unified security and video surveillance system for multiple locations within the City. The new system will be comprised of Door Access Control, Video Camera, Security, Environmental Monitoring, and Intercom functions as outlined in Attachment A:

4.2. The acquisition will include a unified system and equipment, mounting brackets, structured cabling, patch cables, and any necessary management software with associated hardware and storage. The new components in this system shall be IP-based and all-digital. This must be a turnkey solution. No other third-party equipment purchases shall be required for the complete implementation of the unified security and video solution.

4.3. The main scope of work for this project is as follows:

4.3.1. Unified Door Access Control / Video Surveillance System Project Scope (Base Proposal):

4.3.1.1. Install a functioning video surveillance system in the locations noted in Table Attachment A. Provide video surveillance system/network recording to a cloud-based platform. Provide the following:

4.3.1.1.1. Video surveillance cameras – outdoor

4.3.1.1.2. Video surveillance cameras – indoor

4.3.1.1.3. Door access control system

4.3.1.1.4. Environmental Monitoring

4.3.1.1.5. Alarm System

4.3.1.1.6. All required maintenance and licensing for five years

4.3.1.1.7. Unified Door Access / Video / Environmental & Alarm monitoring and management

4.3.1.1.8. Native mobile application for viewing all system monitoring and alerting

4.3.1.1.9. 24/7 Monitoring at vendor location with live alerting

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- 4.3.1.1.10. Real-Time Crime Center functionality
 - 4.3.1.1.11. Mounting brackets and accessories
 - 4.3.1.1.12. System Installation and Configuration
 - 4.3.1.1.13. Project completion documents and training
 - 4.3.1.1.14. Remove existing door access and video surveillance head end system, including unneeded cabling, patch cables, and equipment.
 - 4.3.1.2. The Contractor shall be responsible for installing patch cables at the camera and closet ends for all new video surveillance devices.
 - 4.3.1.3. The Contractor is to furnish and completely install the specified jacks, cable, raceway components, and machine-printed labeling required for a complete installation.
 - 4.3.1.4. The Contractor shall provide in their proposal all costs associated with equipment lift rentals. City equipment will not be provided for contractor use.
 - 4.3.1.5. A contractor supplied by the City will provide all primary indoor and outdoor main cable runs and coordinate with the selected Vendor, which is outside the scope of this RFP.
 - 4.3.1.6. The Contractor shall provide Outdoor Cat 6A Patch Cords for the camera and closet ends of the enclosure. The Contractor will provide patch cords as specified in the Products section of this RFP and shall be responsible for installing and properly dressing patch cords at video surveillance device/drop locations.
 - 4.3.1.7. Within the individual location wiring closets, the Contractor shall provide patch cords to connect from the City's patch panels. Provide indoor Cat 6A 10 G.B., 4-pair UTP cables will be terminated on existing 24-port and/or 48-port, Cat 6A, 10 G.B. patch panels mounted in existing equipment racks/cabinets.
 - 4.3.1.8. The Contractor is to perform a test and certification of the newly installed cabling system and is to provide test result documentation certifying that the cabling system meets industry standards. All cables are to be tested with a handheld cable tester having ISO and TIA accuracy for Category 6A certification. Test reports are to be printed and assembled in binders as well as submitted in native electronic format. The Contractor will provide all appropriate software and licensing to allow the City to view the electronic form of the test results.
- 4.4. Employment and Prevailing Wage Rates
- 4.4.1. The rates of per diem wages, including legal holidays and overtime work, for all classes of labor required on this project shall be the prevailing union rates for all locations where installation work will be performed.
 - 4.4.2. The Contractor and/or his subcontractors shall provide certified payroll information regarding any employees working on the project.
 - 4.4.3. The Contractor's personnel associated with the project shall always be above reproach, and the City reserves the right to discuss the conduct or performance with

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the Contractor. The Contractor agrees to remove any employee as requested by the City if such performance is said not to be in the best interest of the City.

- 4.4.4. The Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations.
- 4.4.5. Wherever a specification provision conflicts with any agreements or regulations of any kind in force among members of a trade association, union, or council that regulate or distinguish what work shall or shall not be included in the work of any particular trade, the Contractor shall make all necessary arrangements to reconcile any such conflict without delay, damage or cost to the City and recourse to the City.

5. Products

5.1. Material List of Major Components

- 5.1.1. Additional items may be required as indicated in the design documents (and required to provide a complete system)

5.2. Component Equipment Technical Requirements

- 5.2.1. Please provide a narrative description of your product’s ability to comply with each item in this section as appropriate.
- 5.2.2. The proposed equipment must be configured to provide the quantities detailed in Table 2.

6. Technical Requirements

- 6.1. Base Requirements – All requirements of the proposed solution will be assumed to be compliant UNLESS a statement describing and explaining non-compliance is included. Statements of non-compliance shall include a description of any alternatives available to reach the same result. The following is a list of requirements that the video surveillance system equipment must comply with:

- 6.1.1. The proposed system equipment shall be installed in accordance with the National Electric Code.
- 6.1.2. All system equipment hardware shall be installed in accordance with U.L. requirements.

- 6.2. Performance Specification—The system requirements are based on the overall performance of the system. Site plans show proposed locations. Contractors shall provide sufficient quantity and type of components to meet the coverage requirements. Based on their expertise, contractors may suggest alternate locations for component placement.

- 6.2.1. All components shall be certified to operate in the temperature and weather conditions of this climate.

6.3. Video Surveillance Camera Requirements

- 6.3.1. All Cameras
 - 6.3.1.1. IP-based cameras
 - 6.3.1.2. PoE
 - 6.3.1.3. PoE Injectors, where required
 - 6.3.1.4. Dynamic Wide Range

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- 6.3.1.5. H.264/MJPEG Compression
- 6.3.1.6. 3 Megapixel Minimum
- 6.3.1.7. Up to 30 frames per second
- 6.3.1.8. ONVIF/PSIA/CGI/ISAPI Compliant
- 6.3.1.9. IP66 Weather Resistant
- 6.3.1.10. Vandal-resistant housing
- 6.3.2. Bullet Cameras
 - 6.3.2.1. Must support License Plate Recognition
- 6.4. Cloud Video Recorder (NVR) Requirements
 - 6.4.1. Provide cloud-based video recording capable of handling 90 days of video recordings at 4CIF resolution (704 x 480)
 - 6.4.2. Provide cloud-based video recording capable of handling one year of video recordings for all Police related cameras.
 - 6.4.3. Provide enough channels and software licensing for all cameras in each location.
- 6.5. Real-Time Crime Center Requirements
 - 6.5.1. Ability to track camera availability and alarm when the camera goes offline
 - 6.5.1.1. Ability to set timers for repeat alarms for offline cameras
 - 6.5.2. License Plate Recognition and Alarming
 - 6.5.3. Integration with CAD systems
 - 6.5.3.1. Ability to display a map of cameras near an E911 reported incident based on geo-coordinates
 - 6.5.3.1.1. Ability to delineate between cameras available in real-time and cameras that are not available
 - 6.5.4. Vehicle and Suspect tracking and alarming
 - 6.5.5. Ability to display all integrated devices (cameras, door access controls, etc.) on a dynamic map
 - 6.5.6. Ability to:
 - 6.5.6.1. Track persons of interest from camera to camera based on characteristics:
 - 6.5.6.1.1. Clothing type
 - 6.5.6.1.2. Clothing color
 - 6.5.6.1.3. Carried items
 - 6.5.6.1.4. Other identifying characteristics
 - 6.5.6.2. Ability to track vehicles from camera to camera based on characteristics:
 - 6.5.6.2.1. Vehicle make/model

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- 6.5.6.2.2. Vehicle color
 - 6.5.6.2.3. License Plate
 - 6.5.6.2.4. Other identifying characteristics
 - 6.5.6.3. Ability to forecast transition from camera to camera based on the calculated speed of movement
 - 6.5.7. Ability to display all integrated devices (cameras, door access controls, etc.) on a dynamic map
 - 6.5.7.1. Ability to select cameras from various sources and group together for incident management
 - 6.5.7.1.1. From a command center
 - 6.5.7.1.2. From a vehicle
 - 6.5.8. Integration with 3rd party triggers
 - 6.5.9. ESRI GIS and Floorplan integration
 - 6.5.10. Integration with private camera systems with customer opt-in
 - 6.5.11. Integration with Ring branded cameras with customer opt-in
 - 6.5.12. Mobile app support
 - 6.5.13. Real-time bodycam and vehicle cam streaming support for Axon
 - 6.5.14. Integration with a camera, door access control, security, and alarm systems
- 6.6. Monitors
- 6.6.1. Monitors were listed as on-site requirements
- 6.7. Video Surveillance Switches
- 6.7.1. Provide network switches for video surveillance cameras at each remote camera location if required.
 - 6.7.1.1. Provide switches capable of operating in a temperature range from -40 °C to +60 °C (-40 °F to 140 °F).
 - 6.7.1.2. Provide either a combination of ethernet switches and power injectors or a POE++ switch capable of up to 95 W of power per port.
 - 6.7.1.3. Provide enough Ethernet Ports to support all cameras at each location.
 - 6.7.1.4. Provide a port to receive data connection from a leased broadband service provider or cellular network.
 - 6.7.1.5. Provide a secure, weatherproof enclosure for the camera support hardware
 - 6.7.1.6. Provide adequate backup power solution capable of powering camera and support equipment for 48 hours
- 6.8. Door Access Control
- 6.8.1. Access Readers

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- 6.8.1.1. Access control credential readers to read data from presented access control credentials of multiple formats, communicate unified management console
- 6.8.1.2. Two-way communication with an integrated LED to display door status for entry and events.

6.9. Alarm System

- 6.9.1. A cloud-based alarm monitoring platform and associated wired or wireless sensors.
- 6.9.2. Key Functions:
 - 6.9.2.1. Intrusion detection events are based on wired or wireless sensors.
 - 6.9.2.2. Intrusion detection events are based on integrations with camera or access control platforms.
 - 6.9.2.3. 24/7 professional monitoring is provided by trained operators through add-on services.
 - 6.9.2.4. Arm and disarm through the cloud application.
 - 6.9.2.5. Arm and disarm via Alarm Console with keypad, integrated camera, and talk-down.
 - 6.9.2.6. 10-year warranty on all hardware.
- 6.9.3. Compliance and Availability
- 6.9.4. Alarms Platform component of the unified management center
 - 6.9.4.1. Alarms are powered by a unified management center, providing secure remote access with an intuitive interface for ease of use.
 - 6.9.4.2. Site Management
 - 6.9.4.2.1. See an overview of current status and recent events from all sites.
 - 6.9.4.2.2. Schedule arming/disarming and configure keycodes for on-site management.
 - 6.9.4.2.3. Instantly view incidents and playback event footage with integrated video surveillance.
 - 6.9.4.2.4. Control access to Alarm-equipped sites with role-based permissions.
 - 6.9.4.3. Device Management
 - 6.9.4.3.1. Configure wired and wireless sensors from Command.
 - 6.9.4.3.2. Create alarm triggers based on events from any device.
 - 6.9.4.3.3. Manage all deployed devices.
 - 6.9.4.4. Professional Monitoring Configuration
 - 6.9.4.4.1. Enable video verification of alarms by trained security professionals.
 - 6.9.4.4.2. Enable dispatch of emergency services.

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- 6.9.4.4.3. Configure an ordered list of contacts for monitoring agents to call and text when an alarm is raised.
 - 6.9.4.5. Alarm Console Talk-Down
 - 6.9.4.5.1. From Command, initiate two-way video calls down to Alarm Consoles at any of your sites from anywhere in the world.
 - 6.9.4.5.2. Make calls to Alarm Console to address staff, guests, or potential intruders.
 - 6.9.4.5.3. Configure custom messages to announce in the event of an alarm.
 - 6.9.5. Alarms Mobile App
 - 6.9.5.1. Available for iOS and Android.
 - 6.9.5.2. Arm / disarm sites and raise panic alarms from a mobile device.
- 6.10. Grant users access to the app through Command and restrict which sites can be
- 6.11. Environmental Sensors
 - 6.11.1.1. All-in-one wall- or ceiling-mounted sensors for monitoring environmental changes in the physical space.
 - 6.11.1.2. Sensor readings and alerts are managed through the cloud-based unified management center.
- 6.12. Accessories
 - 6.12.1. Provide mounting accessories compatible with the project's mounting conditions. Mounting accessories shall address the City's aesthetic concerns.
- 6.13. Additional Information
 - 6.13.1. Discuss any additional technical features that you feel will be of benefit to the City.
 - 6.13.2. Provide an overall system schematic beginning with the connection to the City's network and extending to the access points. Include all intermediate devices necessary to complete this connection and make the system fully operational.

7. Contractor Responsibilities and Requirements

- 7.1. The Contractor will be responsible for the installation and configuration of the proposed solution network, as agreed upon with the City.
- 7.2. The Contractor shall be responsible for on-site configuration and training of the City I.T. staff on the system's daily operation, monitoring, management, and maintenance.
- 7.3. The Contractor shall name a project coordinator who shall work with the City's Project Manager (PM) to provide and approve a project schedule. The schedule shall take into account all aspects of the project, including site walk, design, installation, location and configuration, and proof of performance testing. When installing the system in a facility with

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other construction occurring simultaneously, the Contractor shall coordinate with the City's Project Manager.

- 7.4. The Contractor shall be responsible for preparing a Proposal for all locations based on the site walk results. This proposal shall include the following:
 - 7.4.1. Documentation of the final proposed component placement based on functional needs, input from the City staff, and the Contractor's expertise.
 - 7.4.1.1. Review any interference or other issues that would affect network performance.
 - 7.4.1.2. Review any issues or conditions that may affect the installation or installation schedule.
 - 7.4.2. All products, hardware, and software shall be shipping and current as of the bid due date.
 - 7.4.3. All products, hardware, and software shall be new and arrive in the original sealed boxes of the original equipment manufacturer (OEM).

8. Unified System Installation

- 8.1. The Contractor shall be responsible for installing all mounting brackets, components, and equipment required to meet the coverage requirements designated by the RFP.
- 8.2. See the cabling specification section for cabling installation requirements.
- 8.3. The Contractor shall:
 - 8.3.1. Properly mount each component according to conditions specific to the location.
 - 8.3.2. All outdoor devices will be protected by protective housing where exposed to view or weather.
 - 8.3.3. Install patch cables in an enclosure at the camera end. Dress patch cables in a neat manner.
 - 8.3.4. Install patch cables in the telecommunications room at the listed locations for video surveillance cameras. Dress patch cables in a neat manner.
 - 8.3.5. Verify connectivity from the network switch to components in conjunction with the City's PM.
 - 8.3.6. Document data drop and patch panel numbering on as-built drawings for the City. The Contractor is required to submit "As-Built" computer-generated (Visio or Adobe Acrobat) record drawings that reflect the exact location of each video surveillance camera.
 - 8.3.6.1. The successful Contractor will be given an Adobe Acrobat version of the floor plan with work area outlet locations for its use in developing the record drawings.
 - 8.3.6.2. In addition to as-built drawings, the Contractor shall submit a spreadsheet in Microsoft Excel-compatible format for all major hardware. The spreadsheet shall contain the following information:
 - 8.3.6.2.1. Manufacturer
 - 8.3.6.2.2. Model No.

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8.3.6.2.3. Serial No.

8.3.6.2.4. MAC Address

8.3.6.2.5. Location

8.3.6.2.6. Data Jack No.

8.3.6.2.7. Patch Panel No.

8.3.6.2.8. Network Switch No.

8.3.6.2.9. Switch Port No.

8.3.6.2.10. Installation Photo Name (Installation Photos will also be included in separate files)

8.3.6.2.11. Comment

9. Unified System Service and Maintenance

- 9.1. As an alternate, the Contractor shall provide system component service and maintenance.
- 9.2. Maintenance shall be a yearly cost. The Contractor shall maintain the same yearly cost for five years.
- 9.3. Contractor shall remotely monitor the system components. If the component connectivity or functionality, the Contractor shall provide on-site repair on an 8x5 / Next Business Day basis.
- 9.4. Service and maintenance shall cover parts, cabling, devices, labor, and software. No travel charge will be added.

10. Network Configurations

- 10.1. The Contractor is responsible for configuring all required VLANS in conjunction with the City staff to implement the video surveillance system described.

11. Execution

11.1. Materials and Workmanship

- 11.1.1. The Contractor shall perform all work required for the completion of the installation in a skillful and craftsman-like manner.
- 11.1.2. All installations are to be made secure, plumb, true, and square.
- 11.1.3. The materials used to complete the installation shall be new, the best of their respective kind, and manufactured for the purpose for which they are being used.
- 11.1.4. Once approved, the materials listed for installation and/or the expected method of installation shall not be substituted without the prior written approval of the City Project Manager (“project manager”).
- 11.1.5. The installation of all materials and devices shall be in accordance with the latest manufacturer’s published procedures, specifications, and recommended procedures.
- 11.1.6. All materials shall be delivered in their original unopened packaging and stored in an enclosed secured area, providing adequate protection from damage and/or loss. Damaged or deteriorated materials shall be removed from the building property immediately and replaced at no cost to the City.

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- 11.2. Weather Protection
 - 11.2.1. Provide proper weather stopping where cabling penetrates a housing or enclosure.
 - 11.2.2. Protect components, cabling, and equipment in enclosures against lightning
 - 11.2.3. Where caulk is used, caulk penetrations with caulk that will withstand temperatures between -22 degrees F and 140 degrees F.
 - 11.2.4. Provide weather-resistant mounting brackets and fasteners.
 - 11.2.5. Provide weather-resistant housings for cameras.
 - 11.2.6. Submit weather-stopping materials to the City for review prior to the start of installation.
- 11.3. Firestopping
 - 11.3.1. If additional interior cabling is required, provide fire stopping for all interior full-height walls (extending from floor slab to underside of the floor or roof slab above), exterior walls, floor slabs, roof slabs, stairway enclosures, duct risers, and elevator shafts are considered fire barriers. All penetrations through fire barriers must be fire-stopped in accordance with the Contract Documents. Floor penetrations and all penetrations installed within fire barriers shall be fire-stopped to the rating of the associated floor and/or wall after the cables and/or sleeves have been installed.
 - 11.3.1.1. The fire-rated material utilized to plug penetrations that do not require a sleeve and/or the interior of a conduit sleeve shall be an approved fire-stopping material. Conduit sleeves shall be caulked/sealed between the conduit and cored penetration with an approved fire-stopping material. Expandable foam shall not be utilized and will not be accepted by the City.
 - 11.3.1.2. Fire-stop materials and assemblies shall be independently tested by nationally accepted test agencies and verified to conform to ASTM E 814, Fire Tests of Through-Penetration Fire-stops, and be rated per UL 1479. Firestopping materials shall conform to Flame (F) and Temperature (T) ratings as required by the local building code. The F rating must be a minimum of one (1) hour but not less than the fire resistance rating of the assembly or surface being penetrated. When required by code authority, the materials shall carry a “T (hours)” Fire Rating Classification based on the standards mentioned above and shall be based on measurement of the temperature rise on the penetrating item(s). The fire test shall be conducted with a minimum positive pressure differential of 0.01 inches of water column.
 - 11.3.1.3. Submit product data and Material Safety Data Sheets (MSDS) to the City for all proposed fire-stopping assemblies for review and approval prior to performing any coring.
 - 11.3.1.4. Provide fire stopping for new or existing penetrations used for this project, regardless of whether the surrounding penetrations comply with these requirements. Verify that cabling and other penetrating elements and supporting devices have been completely installed and that temporary lines and cables have been removed.
 - 11.3.1.5. Selected systems shall not be less than the hourly time-delay ratings indicated in the contract documents for each respective fire-rated floor, wall,

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or other partition of building construction. Fire-stop for each type of communications penetration shall conform to requirements of an independent testing laboratory design drawing or manufacturer's approved modification when used in conjunction with details shown on the drawings.

- 11.3.1.6. Coordinate all necessary work with trades constructing floors, walls, or other partitions of a building with respect to the size and shape of each opening to be constructed and the device or system approved for use in each instance.
- 11.3.1.7. When fire stopping is required in existing buildings and occupied areas, use materials that have no irritating or objectionable odors.
- 11.3.1.8. All fire stops shall be installed in accordance with the manufacturer's instructions to maintain the specific rating assigned by the independent testing laboratory.
- 11.3.1.9. Additional requirements for existing penetrations to be re-used for this project are as follows:
 - 11.3.1.9.1. Existing raceways, cable trays, and cabling that penetrate existing building construction shall be fire-stopped to the extent necessary to fill cavities that may exist between existing building construction and existing communications penetrations or existing conduit sleeves and between existing conduits and existing conduit sleeve.
- 11.3.1.10. If required by inspecting authorities:
 - 11.3.1.10.1. Expose and remove fire stopping to the extent directed by inspecting authority to permit their inspections.
 - 11.3.1.10.2. Reinstall new fire-stopping and restore work where removed for inspection.

11.4. Traffic Control

- 11.4.1. Traffic Management. The Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety and avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.
- 11.4.2. If required, traffic control plans associated with the staging plans are signed and stamped by a licensed traffic engineer.
- 11.4.3. This work includes traffic handling, street closures and detours via the installation of temporary construction signs, flagging, traffic control devices, and other related items, and to provide safety and convenience to motorists and pedestrians during all construction, in addition to traffic control for all other distinct items of work required for the project.
- 11.4.4. Traffic control and handling must be performed in accordance with Part 6, "Temporary Traffic Control" of the latest California Manual on Uniform Traffic Control Devices (California MUTCD or CAMUTCD).

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- 11.4.5. Traffic handling must additionally include measures for closures at all streets intersecting the main project roadway, including detours and associated signs and devices necessary to bypass traffic and pedestrians around closures. Features of Typical Application 20 of Figure 6H-20 of CAMUTCD will apply.
- 11.5. Prohibited Products
 - 11.5.1. Any materials that are unsafe for life or the environment, such as asbestos, lead paint, etc., are not to be used or installed.
- 11.6. Housekeeping
 - 11.6.1. The cabling Contractor shall take all necessary precautions and provide all necessary protection and enclosures to ensure that dust and debris created as a result of the installation do not get out of the work area and into other parts of the sites or building. Suppose the cleanup is not acceptable to the project manager. In that case, the City will have the option to hire a janitorial firm to clean the area and back-charge the cabling Contractor properly.
 - 11.6.2. The cabling Contractor shall have a portable shop vacuum cleaner on site capable of cleaning up all debris and dust caused by the installation. All finished surfaces are to be kept clean of any installation debris and dust.
 - 11.6.3. The cabling Contractor shall always keep the premises free from the accumulation of waste material and/or rubbish caused by their installation work. All waste material and/or rubbish shall be suitably and legally disposed of by the cabling Contractor, at their expense, of the building site.
 - 11.6.4. The areas of work are to be cleaned of all installation dust and debris at the end of each day's work. Drop cloths are to be used to protect all furniture from damage, and surfaces are to be cleaned to their existing conditions.
 - 11.6.5. If required, the project manager must approve the use of a dumpster on site prior to its placement by the cabling Contractor. The City's and/or the general Contractor's disposal containers may not be utilized without authorization from the project manager.
 - 11.6.6. The cabling Contractor shall provide and maintain suitable barriers to regulate access, assure public safety, and protect the work in progress.
 - 11.6.7. At the completion of the project, the cabling Contractor shall: a) remove all their waste materials and rubbish from and about the installation site; b) remove all their tools, installation equipment, and surplus materials; and c) leave finished areas free of installation dust and non-finished areas broom clean.
- 11.7. Cabling Standards and Codes
 - 11.7.1. All cabling is to be installed according to the latest EIA/TIA-568 and -569 standards and the latest BICSI-proposed installation procedures as outlined in the Telecommunications Distribution Methods Manual and Telecommunications Cabling Installation Manual.
 - 11.7.2. All work and materials shall be in accordance with the National Electric Code (latest edition), Federal, State, and local codes, and all other bodies having authority with the installation practice.

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11.7.3. The placement and wall mounting of all items requiring servicing, maintenance, and/or observation shall be placed with direct access from the floor without the need for a stool, stepladder, or similar aids.

11.8. Cabling System Installation

11.8.1. Receive, check, unload, handle, store, and adequately protect equipment and materials to be installed as part of the contract. Store in areas as directed by the City's representative. Include delivery, unloading, setting in place, fastening to walls, floors, ceilings, or other structures where required, interconnecting wiring of system components, equipment alignment and adjustment, and other related work, whether or not expressly defined herein.

11.8.2. Install materials and equipment in accordance with applicable standards, codes, requirements, and recommendations of national, state, and local authorities having jurisdiction, and National Electrical Code® (NEC) and with manufacturer's printed instructions.

11.8.3. When installing cables, adhere to the manufacturer's published specifications for pulling tension, minimum bend radii, and sidewall pressure.

11.8.3.1. Where the manufacturer does not provide bending radii information, the minimum bending radius shall be ten times the cable diameter. Arrange and mount equipment and materials in a manner acceptable to the PM and the City.

11.8.3.2. The Contractor is responsible for ensuring that the maximum tensile load and/or pulling tensions do not exceed those specified by the manufacturer of the cable to be installed. This shall include all additional pull boxes, junction boxes, equipment, and lubrication for proper installation.

11.8.3.3. Tie wraps on cables or cable bundles are to be hand-tightened and should not deform the cable jacket or crimp the sheath. Where additional pressure is required to support the cable, kellums or cable grips are to be used.

11.8.4. Installation shall conform to the following basic guidelines:

11.8.4.1. Use of approved wire, cable, and wiring devices.

11.8.4.2. Neat and uncluttered wire termination.

11.8.5. Contractor shall take care to protect installed cabling and termination hardware from other trade work being performed at the site before and after the installation of the outlet faceplates.

12. Contractor Completion Criteria

12.1. Contractor's work at each location shall be considered complete after the following has been accomplished:

12.1.1. All items listed in the Contractor's approved proposal have been completed.

12.1.2. All ceiling panels are in place in the same or better condition than as originally found.

12.1.3. All Labels are in place.

12.1.4. All construction debris and Materials have been removed.

12.1.5. The City's Project Manager has inspected all installations, reviewed proof of performance tests, and accepted the installation.

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- 12.1.6. The Contractor has provided the City with a formal knowledge exchange consisting of a minimum of:
 - 12.1.6.1. Complete documentation of all device configurations (may be in electronic form).
 - 12.1.6.2. As-built and spreadsheet documentation of the location of all equipment and video surveillance cameras.
 - 12.1.6.3. A formal presentation providing detailed review items, including installation, configuration, centralized intelligence devices, and video surveillance system, and address any final questions or concerns by The City's staff.
 - 12.1.6.4. Complete configuration of centralized intelligence device features and documentation.
- 12.2. Milestones that are to be scheduled, as a minimum, are:
 - 12.2.1. Install video surveillance cameras and equipment at all locations listed in Table 2.
 - 12.2.2. Connect the electrical camera power supply to the existing power supply for light poles.
 - 12.2.3. Connect new cameras to the leased broadband provider's line.
 - 12.2.4. Connect existing video surveillance cameras to the new video surveillance system.
 - 12.2.5. Tuning field of vision
 - 12.2.6. Tune-up and testing
 - 12.2.7. Post-implementation documentation
 - 12.2.8. Post-implementation support
 - 12.2.9. Training
 - 12.2.10. Additional coordination with the City's PM is to be performed to ensure that work scheduled around any other trade activities does not delay the project.
- 12.3. Contractor / City Responsibility—The Contractor will be assumed to be responsible for any task required for a complete and operational video surveillance system that is not specifically stated to be the City's responsibility.
- 12.4. Changes and Discrepancies - Any minor change in the location of a video surveillance camera location, equipment, etc., from that initially indicated, if directed by the City's PM, prior to the installation of the location shall be made without charge. A "Minor Change" is defined as "Not adding any degree of difficulty to the original installation requirement".
- 12.5. Close-out and Final Acceptance
 - 12.5.1. The completed installation shall consist of a video surveillance system constructed in strict accordance with the RFP documents and specifications. Any labor, materials, and/or equipment not indicated in the RFP documentation or specifications herein but necessary and/or incidental to completing the entire installation, as shown and intended, must be furnished and installed at no additional cost to the City.
 - 12.5.2. At the time of completion of the installation, the Contractor shall request, in writing, to the City's PM for a walkthrough of the installation for the purpose of preparing a final punch list towards acceptance of the installation. Once the Contractor has corrected

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the items on the final punch list, they are to submit another request to review the punch list items and acceptance of the installation.

- 12.5.3. The Contractor is required to submit “As-Built” computer-generated electronic record drawings and spreadsheets.
- 12.5.4. Prior to final acceptance and payment, the Contractor shall provide the City with a warranty certificate and registration for this installation.
- 12.6. Safety - The Contractor is responsible for the safe passage of pedestrian traffic for the duration of the job. Any preventive measures, necessary warning signs, etc., required to assist the Contractor in the performance of the work shall be at the Contractor’s expense and provided for his/her quoted price.
- 12.7. Use of Site
 - 12.7.1. The City shall direct the use of the site in matters in which it deems necessary to place restrictions.
 - 12.7.2. Access to sites and buildings wherein the work is performed shall be as directed by the City.
 - 12.7.3. Schedule necessary shutdowns of services with the City and obtain written permission from the City.
 - 12.7.4. Proceed with the work without interfering with the ordinary use of streets, aisles, passages, exits, and city operations unless approved in a required traffic control plan.
- 12.8. Continuity of Services
 - 12.8.1. Take no action that will interfere with or interrupt existing site or building services unless previous arrangements have been made with the City’s representative. Arrange the work to minimize shutdown time.
 - 12.8.2. Shall services be inadvertently interrupted, immediately furnish labor, including overtime, material, and equipment necessary for prompt restoration of interrupted service.

13. Reference and Experience

- 13.1. The City seeks a Contractor who has been shipping and currently has an installed base of customers with unified security and video systems addressing similar requirements and of similar size as stated herein.
 - 13.1.1. The City requires that the winning Contractor has at least one (1) engineer certified by the manufacturer to the highest level possible in the proposed products. Please include resumes in your response.
- 13.2. Using the table provided below, provide at least three (5) references of similar installed systems—expanding them as necessary to include all relevant information. The references must be for similar-sized public sector customers with similar environments and end users.
- 13.3. The City would like to see references of at least (1) implementation that presented difficulties as a comparative reference of possible difficulties in this Proposal implementation.
- 13.4. Be advised that references are a major element of the City’s selection process.

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Reference 1 (use the same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact Email	
Installation Date of Comparative System	
Project Construction Cost	
Description of Comparative System – please be specific and detailed.	

Reference 2 (use the same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact Email	
Installation Date of Comparative System	
Project Construction Cost	
Description of Comparative System – please be specific and detailed.	

Reference 3 (use the same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact Email	
Installation Date of Comparative System	
Project Construction Cost	
Description of Comparative System – please be specific and detailed.	

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Reference 4 (use the same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact Email	
Installation Date of Comparative System	
Project Construction Cost	
Description of Comparative System – please be specific and detailed.	

Reference 5 (use the same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact Email	
Installation Date of Comparative System	
Project Construction Cost	
Description of Comparative System – please be specific and detailed.	

14. Proposal Form

14.1. Acknowledgments

14.1.1. By submission of this Proposal, Contractor certifies that:

- 14.1.1.1. The supplier has verified the prices and the conditions of this proposal and that this proposal has been reviewed and accepted by all appropriate parties constituting this offer.
- 14.1.1.2. The individual signing this proposal certifies that they are a legal agent of the Vendor, are further authorized to represent the offering, and are legally responsible for the decision regarding the prices and supporting documentation provided.
- 14.1.1.3. The Vendor will pay and require each Subcontractor to pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing rate of hourly wages for legal holidays and overtime work.

14.2. Completion Time

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- 14.2.1. The City will not be responsible to the Contractor for additional costs incurred by the Contractor in meeting completion dates for performing the work of the specifications, including work performed on evenings, weekends, or holidays.
- 14.2.2. The Contractor will be required to agree with the City and/or its agents immediately after receiving notice of the award.
- 14.3. Proposal Response Pricing
 - 14.3.1. For providing the Scope of Work as stated in the Technical Specifications and for providing all work as described in the specifications (inclusive of the drawings) for the installation of the complete cable system and all associated subsystems as described in the specifications, complete pricing tables below.
 - 14.3.2. Attach a detailed Bill of Material for all equipment proposed, including make, model, SKU, list price, and proposed price for Contractor Additional Items.
 - 14.3.3. Contractor is expected to fix all prices at the proposed amounts for the duration of the contract.
 - 14.3.4. The City reserves the right to increase or decrease the quantity of equipment to be purchased under this proposal. Any additional equipment purchased shall be priced at the proposed amount in the detailed bill of material provided by the Contractor as a part of its proposal.
 - 14.3.5. Base Proposal - for the installation of the complete Video Surveillance System:
 - Material _____ Dollars (\$ _____)
 - Labor _____ Dollars (\$ _____)
 - Bond _____ Dollars (\$ _____)
 - Tax _____ Dollars (\$ _____)
 - Total _____ Dollars (\$ _____)
- 14.4. Contractor Additional Items
 - 14.4.1. Following are item(s) that the Vendor:
 - 14.4.1.1. Considers missing from the design documents shall be furnished and installed for a complete installation and/or,
 - 14.4.1.2. Would like to propose an alternative to the design. The associated cost or credit is shown. An explanation of the addition and/or alternate is required for consideration of either.
 - 14.4.2. Missing items. Attach an explanation for evaluation.
 - 14.4.2.1. "ADD" \$ _____
 - 14.4.2.2. "CREDIT" \$ _____
 - 14.4.3. Contractor Suggested an Alternate to the Design. Attach an explanation for evaluation.
 - 14.4.3.1. "ADD" \$ _____
 - 14.4.3.2. "CREDIT" \$ _____
- 14.5. Warranty Acknowledgement
 - 14.5.1. Contractor Warranty

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14.5.1.1. Parts - _____years

14.5.1.2. Labor - _____years

14.5.2. Cable System Manufacturer Warranty

14.5.2.1. Enclose sample copy of warranty certificate

14.5.2.2. Enclose copy of System Manufacturer Value Added Reseller Authorization or Certified Installer Certification.

14.5.2.3. Video Surveillance System

14.5.2.4. Structured Cabling

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15. Ex Parte Communications

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee, or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

16. Bonding, Insurance, and Other Terms and Conditions

The term of this agreement shall commence at 12:00 AM on the Commencement Date and expire at 11:59 PM on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

16.1. CONSULTANT'S SERVICES

- 16.1.1. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties and any corresponding increase or decrease in compensation shall be incorporated by written amendment to this agreement. In no event shall the total compensation and costs payable to Consultant under this agreement exceed the sum of _____ Dollars (\$_____) unless specifically approved in advance and in writing by City.
- 16.1.2. The Consultant shall perform all work to the highest professional standards of the Consultant's profession and in a manner reasonably satisfactory to the City. The Consultant shall comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).
- 16.1.3. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 16.1.4. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.
_____ [enter the name of Consultant's Staff] shall be Consultant's project administrator and shall have direct responsibility for the management of Consultant's performance under this agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

16.2. COMPENSATION

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- 16.2.1. City agrees to compensate Consultant for the services provided under this agreement, and Consultant agrees to accept in satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 16.2.2. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, the City shall notify the Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 16.2.3. Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

16.3. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents, or other written material ("written products" herein) developed by Consultant in the performance of this agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

16.4. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner, employees of City.

16.5. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this agreement.

16.6. INDEMNIFICATION

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- 16.6.1. The parties agree that the City, its officers, agents, employees, and volunteers should, to the fullest extent permitted by law, be protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 16.6.2. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees, and volunteers from and against any claims and losses, costs, or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of the City's choice.
- 16.6.3. City shall have the right to offset against the amount of any compensation due Consultant under this agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this agreement or (ii) comply with applicable workers' compensation laws.
- 16.6.4. The obligations of the Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees, and volunteers.
- 16.6.5. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each Subcontractor or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless, and defend City, its officers, agents, employees and volunteers from and against any claims and losses, costs, or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of the City's choice.
- 16.6.6. City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

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16.7. INSURANCE

- 16.7.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 16.7.1.1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 16.7.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 16.7.1.3. Worker's Compensation insurance as required by the laws of the State of California.
 - 16.7.1.4. Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 16.7.2. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this agreement.
- 16.7.3. An insurer shall issue the policy or policies required by this agreement admitted in the State of California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide.
- 16.7.4. Consultant agrees that if it does not keep the insurance above in full force and effect, City may either (i) immediately terminate this agreement or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 16.7.5. At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies described above are in effect in the required amounts and naming the City and its officers, employees, agents, and volunteers as additional insureds. Consultant shall, prior to commencement of work under this agreement, file with City's Risk Manager such certificate(s).
- 16.7.6. Consultant shall provide proof that policies of insurance required herein expiring during the term of this agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

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- 16.7.7. The General Liability Policy of insurance required by this agreement shall contain an endorsement naming City and its officers, employees, agents, and volunteers as additional insureds. The General Liability Policy required under this agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 16.7.8. The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents, or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 16.7.9. All insurance coverage provided pursuant to this agreement shall not prohibit Consultant and Consultant's employees, agents, or subcontractors from waiving the right of subrogation prior to a loss. Consultant, at this moment, waives all rights of subrogation against the City.
- 16.7.10. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 16.7.11. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

16.8. MUTUAL COOPERATION

- 16.8.1. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this agreement.
- 16.8.2. In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

16.9. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this agreement for three years after the expiration or termination of this agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts from there and to inspect all program data, documents, proceedings, and activities.

16.10. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

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16.11. NOTICES

Any notices, bills, invoices, or reports required by this agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Petaluma
11 English Street
Petaluma, CA 91302
Attn: **[City Project Coordinator]**
Telephone: (818) 224-1600
Facsimile: (818) 225-XXXX

If to Consultant:

Name of Consultant
Street Address or P. O. Box
City, State Zip Code
Attn: [Consultant]
Telephone: () ____ - ____
Email:

16.12. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this agreement.

16.13. TERMINATION

16.13.1. City shall have the right to terminate this agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this agreement.

16.13.2. Suppose City terminates this agreement due to no fault or failure of performance by Consultant. In that case, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this agreement.

16.14. GENERAL PROVISIONS

16.14.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this agreement to any party other than Consultant.

16.14.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, Subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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- 16.14.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 16.14.4. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 16.14.5. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 16.14.6. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 16.14.7. Suppose any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable. In that case, such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
- 16.14.8. This agreement shall be governed and construed in accordance with the laws of the State of California.

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- 16.14.9. All documents referenced as exhibits in this agreement are at this moment incorporated into this agreement. In the event of any material discrepancy between the express provisions of this agreement and the provisions of any document incorporated herein by reference, the provisions of this agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 16.14.10. In consideration of this agreement, Consultant (or artist(s), or performer(s) grants to City and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The City is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The City is also authorized, without limitation, to broadcast or re- broadcast the performance(s) on City CTV, through the City's website, news media, or through other forms of media (e.g. streaming).

City of Petaluma RFP – Video Surveillance System

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this agreement on the dates set forth below.

“City”
City of Petaluma

“Consultant”
Name of Company or Individual

By: _____
Name, Title

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____
Name, Title

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____
Name, Title

Date: _____

Attest:

By: _____ Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____ Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____