



CITY OF MERCED

AMENDED REQUEST FOR PROPOSALS (RFP)

ELECTRONIC ALARM MONITORING SERVICES

The City of Merced Public Works Department invites your proposal to provide electronic alarm monitoring services at approximately 112 City-owned facilities. See Attachment C for a detailed listing of specific locations, alarm types, and point of contact information.

For all proposals over \$15,000, the proposer is required to abide by all applicable provisions of the Labor Code, including payment of the minimum prevailing wage rate as determined by the State Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a proposal or be awarded a contract for public work unless registered with the DIR pursuant to the Labor Code. This project is subject to compliance monitoring and enforcement by the DIR.

A Class C-10 contractor's license is required at the time your proposal is submitted.

You are hereby invited to submit a proposal based upon the requirements and conditions set forth in this RFP.

Proposal Submission:

Three (3) copies of the completed proposal must be submitted no later than 4:30 p.m. on ~~Tuesday, January 21, 2025~~ **Friday, January 31, 2025.**

Fee Proposal:

One (1) copy of a separate Alarm Monitoring Fee Proposal Sheet must be submitted in a separate, sealed envelope marked, "Alarm Monitoring Fee Proposal Sheet."

Mailing Instructions:

Cosmo Ordunez
Public Works Manager – Internal Services
City of Merced Public Works
1776 Grogan Avenue
Merced, CA 95341

Inquiries:

Questions pertaining to this RFP should be directed in writing, no later than 72 hours prior to proposal submission to:

Cosmo Ordunez, PWM-Internal Services, phone number (209) 385-6944, ordunezc@cityofmerced.org

TABLE OF CONTENTS

Objective.....3
Method of Compensation.....3
Special Issues and Requirements3
Proposal Content.....4
Proposal Selection.....5
Protest Process5
Public Record.....7
Withdrawal of Proposals.....7

Attachments:

- A. Scope of Services
- B. Alarm Monitoring Proposal Questionnaire
- C. Electronic Alarm Monitoring Fee Proposal Sheet
- D. Form of Agreement

OBJECTIVE

The City of Merced Public Works Department (“City”) is seeking a qualified contractor to provide alarm monitoring services at approximately 112 city-owned locations including, but not limited to the following: Storm Drain Pump Stations, Sanitary Sewer Lift Stations, Water Well Tanks, Wastewater Treatment Plant Facility, Merced Transportation Center, Ralph Shannon Parade, City Public Works Corporation Yard, Purchasing Facility, Merced Bell Station, Central and South Police Stations, Merced Civic Center, Merced Regional Airport, Applegate Zoo, Rossetti-Ed-Zoo-Cation Center, Stephen Leonard and McNamara Recreation Centers, Merced Senior Community Center, and City Traffic Signal/Lighting Warehouse.

See **Attachment A – “Scope of Services”** for a detailed description of all work to be performed; **Attachment B – “Alarm Monitoring Proposal Questionnaire”** and **Attachment C – “Alarm Monitoring Fee Proposal Sheet”**, both to be completed and returned with this proposal.

The City facilities listed within this RFP or attachments may vary depending on operating needs during the contract term. Any quantity listed within this RFP or attachments is an estimate of anticipated needs and is given *for informational purposes only*. The estimated quantity should not be construed as an obligation of service levels to be provided during the contract term. No unit price adjustments will be allowed as a result of an increase or a decrease in the quantities listed.

Contract term shall commence July 1, 2025 and end on June 30, 2027 with the option to renew for three (3) additional one year periods through June 30, 2030.

METHOD OF COMPENSATION

Any necessary services outside the scope of the work must be identified and approved in advance by the City of Merced Public Works Director or his designee. In addition, no change orders or contract amendments will be considered without prior authorization from the City Public Works Director or his designee.

Payments, upon invoice, will be made monthly based on actual hours worked or otherwise agreed upon fee structure. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date.

SPECIAL ISSUES AND REQUIREMENTS

Form and Execution of Contract. Attachment C is the form of the contract the successful proposer will be expected to execute. Any exceptions to the form of the contract must be clearly stated in the proposal and may be grounds for being declared non-responsive.

Labor Code. The Contractor shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker’s compensation.

Civil Rights Laws. Contractor, its employees, and any subcontractors shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the

Education Amendments of 1972, the Age Discrimination Act of 1975, and all other applicable non-discrimination civil rights requirements.

Insurance. The Contractor shall also meet the insurance requirements in Section 9 of the contract, including liability insurance in the amount of \$1,000,000, naming the City of Merced as additional insured.

Conflict of Interest. The Contractor must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

City of Merced Business License. Contractor shall obtain and maintain a City of Merced Business license throughout the contracted period.

PROPOSAL CONTENT

The City requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP; it must contain information covering the following topics:

- a. Cover Letter. The RFP shall include a cover letter signed by the team representative authorized to sign contracts stating interest and ability to perform the work, and ability to perform to above schedule (through June 30, 2027).
- b. Experience and Services. The RFP shall list and describe previous experience and expertise with providing alarm monitoring services to large agencies such as municipalities, hospitals, public safety, etc.
- c. Project Understanding. The RFP shall include a summary of the teams understanding of the services to be provided to the City of Merced as well as any recommendations regarding additional services.
- d. Special Requirements. The RFP shall include a statement of understanding and compliance with the special requirements listed herein. Include copy of C-10 Electrical Contractor's License, Department of Industrial Relations (DIR) Contractor registration, and completed **Attachment B – "Alarm Monitoring Proposal Questionnaire"**.
- e. References. The RFP shall include information on three (3) references that may be contacted to discuss the reference's experience with the team; include telephone number and email address.
- f. Fee Estimates. Each proposal shall include a fee estimate for providing services and must be contained in a sealed envelope separate from the proposal. The fee estimate should clearly list any discounts, rebates, or special pricing that may be available. Proposer must

submit cost proposal in the form of **Attachment C – “Alarm Monitoring Fee Proposal Sheet.”**

PLEASE NOTE: The City does not pay for services in advance. Therefore, do not propose contract terms that call for upfront payments or deposits.

PROPOSAL SELECTION

RFP submittal will be reviewed for completeness and qualifications by City representatives. The City representative will negotiate with the top-ranked proposer(s) to determine the final award.

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right, without qualification, to:

- Select any proposal when such action is considered to be in the best interest of the City;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Approve or disapprove the use of particular subcontractors;
- Accept other than the lowest offer;
- Exercise discretion and apply its judgment with respect to selection of any proposals submitted;
- Waive informalities and irregularities in the Proposals;
- Negotiate with any, all or none of the Proposers;
- Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

PROTEST PROCESS

Potential bidders, proposers, contractors, and sub-contractors wishing to protest or appeal a procurement or contracting decision made by the Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

PROTEST SUBMISSION

- (1) Any interested party (actual or prospective bidder or proposer) may file a written protest with the Purchasing Supervisor (PS) no later than five (5) working days after the date of mailing a Notice of Intent to Award (NIA).

- (2) The written protest may be delivered in person or via certified mail to the PS at Purchasing Division, 2525 O Street, Merced, CA 95340.
- (3) The protest must be physically received by the PS by 4:00 p.m. PST, by the fifth day during the protest period.
- (4) The protest filed with the PS shall meet the following prerequisites:
 - a. The name, address, and business telephone number of the protestor.
 - b. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date.
 - c. Contain a concise statement of the grounds for protest; however, the RFP or bid procedures (including evaluation criteria) shall not constitute grounds for protest. Concerns related to those issues must be raised and addressed prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals.
 - d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during an appeal.

PROTEST REVIEW AND APPEAL

- (1) Upon receipt of a protest, the PS shall review all the submitted materials and shall create and retain a written record of the review. The PS shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) working days after receipt of the protest.
- (2) If the protested procurement involves federal funds, the PS shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.
- (3) The PS' decision may be appealed in writing to the City Manager (CM) or his or her designee(s), with a copy to the PS, not later than ten (10) working days after the date the PS' decision is mailed to the protesting party. A bid appeal review committee comprised of the CM or designee, and any other person(s) he or she selects shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the PS. The appealing party may be represented by legal counsel, if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the bid appeal review committee shall be final.
- (4) If the protested procurement involves federal funds, interested parties may have the right to appeal to the appropriate federal agency. When applicable, the PS shall give notice to the interested party that he or she has the right to such an appeal and shall

identify the federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

The City will not request authorization to award the contract until the protest process is completed.

PUBLIC RECORD

Responses to this RFP become the exclusive property of the City of Merced. At such time as the Public Works Department recommends a firm to the City Council, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”. The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Merced may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

WITHDRAWAL OF PROPOSALS

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

All proposals shall be submitted in writing. Any exceptions to the requirements stated herein shall be clearly stated in the submittal and may be grounds for being declared non-responsive.

All correspondence or communications in reference to this RFPs shall be directed to:

Cosmo Ordunez
PublicWorks Manager – Internal Services
City of Merced
1776 Grogan Avenue
Merced, CA 95341
(209) 385-6944
ordunezc@cityofmerced.org

All cost for preparation of the submittals shall be borne by the applicant, and submittals received shall become the property of the City, whether accepted or rejected. Incomplete submittals may be rejected as non-responsive. The City reserves the right to reject any and all proposals submitted in response to the RFP.

ATTACHMENT A
Scope of Services

Scope of Services - The successful proposer shall furnish the following services:

- 1) The Contractor shall provide electronic monitoring of sensors installed at locations listed in Attachment C - Alarm Monitoring Fee Proposal Sheet. Locations requiring cellular telephone communication cards are also identified on Attachment C.
- 2) The City shall provide the Contractor with a monthly call list for notification purposes. In the event of an alarm condition generated by any sensor, the Contractor shall immediately notify the City of the situation within 2-minutes. Successful proposer will receive contact information and procedures to follow.
- 3) **The Contractor shall be responsible for the operation and maintenance of communicators** at the identified locations, but shall not be responsible for the maintenance of City telephone lines or cellular connections.
- 4) When calculating the proposal, if existing alarm equipment must be reprogrammed to accommodate system monitoring, all reprogramming costs shall be borne by the Contractor.
- 5) Alarm equipment which cannot be reprogrammed due to age, incompatible equipment, or not solely owned by the city shall be replaced at contractor's expense unless arrangements are made with the City of Merced **prior** to the proposal submittal.

Note 1: It shall be the responsibility of the Contractor to evaluate all existing monitoring equipment or circuits prior to submittals to determine if it is compatible with their monitoring services. Failure to comply shall be considered a breach of contract and the City of Merced shall have the right to declare the service agreement null and void.

Note 2: All equipment replaced or installed by the Contractor shall become property of the City of Merced upon completion of installation.

- 6) No additional services or work shall be performed by the Contractor, unless approved in advance by the City, stating the dollar value of the services and method of payment.
- 7) **If the City authorizes additional services or work to be performed by the Contractor, a separate purchase order will be issued specifically for the single job requested;** and all alarm equipment installed shall meet applicable building code requirements, UL specifications for alarms, to include State and Federal requirements for commercial business alarm applications. **NOTE:** No services or work shall proceed prior to the issuance of the separate purchase order. Any work undertaken without a valid separate purchase order shall be a gift to the City of Merced.

- 8) The Contractor will bill the City on a separate invoice for other authorized work performed and shall include the purchase order number on the invoice.

All such services are to be coordinated with the City and results of the work shall be monitored by the primary point of contact listed on Attachment C. The means by which the work is accomplished shall be the sole responsibility of the Contractor.

ATTACHMENT B
Alarm Monitoring Proposal Questionnaire

Please complete all sections of the following questions. If you need more space to explain, please write, "see attached sheet" in the answer section and reference the section number and question number on the attached sheet.

A. Monitoring

	Question	Answer
1.	Will you charge to reprogram any existing alarm systems? If yes, how much?	
2.	How many total alarm points per location will your monitoring fee cover?	
3.	If other alarm points, i.e. intrusion, video cameras, switches, etc. are added after the initial proposal for alarm monitoring, will additional alarm points cause the monthly fee to increase? If yes, how much?	
4.	If addition alarm sites are added will you maintain the same pricing as for all other locations with the same type of equipment? If no, please explain.	
5.	Do you provide a discount for monthly billing paid as a lump sum, i.e. quarterly or annually?	
6.	What is your typical billing increment?	
7.	Do you monitor additional fire alarm circuits?	
8.	Do you perform fire alarm testing for commercial buildings? If so, what types, i.e. fire pump alarm tests, fire doors, range hood testing etc.	
9.	Can you provide various advanced electronic alarm reports that are emailed, i.e. record of all alarms per site that include date/time/location, alarms occurring after hours for specific sites, showing when and who disabled an alarm, low battery reports, etc.? List all reports you provide and include the cost, if any, for these reports.	
10.	What is the minimum call response time for your company to respond to any alarm call?	
11.	Do you provide alarm testing to ensure our alarms are working properly? If so, how often are they performed and are there any extra charges, If yes, how much?	

B. Maintenance

	Question	Answer
1.	Labor Rate for additional installation or maintenance work that is greater than \$1000 (must be prevailing wage) Please list your prevailing wage hourly rate.	
2.	Labor Rate for additional installation or maintenance work that is less than \$1000 (prevailing wage not required) Please list your non-prevailing wage hourly rate.	
3.	Do you provide ongoing maintenance programs? If yes, please answer the following questions.	
3a.	Do you offer ongoing maintenance agreements longer than one year? If so, would there be a discount for multiple year agreements? Please indicate discount.	
3b.	What is your minimum response time to respond to an emergency call out for repairs?	
3c.	Do you offer associated parts at a lowered rate if a maintenance agreement is purchased? If so, provide an example or show total % reduced?	
3d.	Do you charge a minimum fee for each call out? If yes, how much?	
3e.	Do you charge a trip charge or mileage fee for each call out? If yes, how much?	
3f.	If a maintenance agreement is purchased, what services are included and what services or parts are not covered? If various plans are offered, please include specific coverages for each plan.	
4.	Does your company offer and/or install cellular based alarm monitoring components? If so, what would be the cost to install and the cost for ongoing cellular fees?	

ELECTRONIC ALARM MONITORING FEE PROPOSAL SHEET									
count	Description and Location				Alarm Type	Cellular Card	Existing Equipment and Special Requirements	Monthly	Annual Cost
City Facilities - Point of Contact Joel Garcia 209-564-7126									
1	ADAM GRAYS OFFICE / WATER DIV (BURG)	690	W.	16TH STREET	Intrusion & Fire		1 Alarm, 2 Keypads	\$	\$
2	ADAM GRAYS OFFICE	690	W.	16TH STREET	Intrusion		1 Alarm, 2 Keypads	\$	\$
3	CIVIC CENTER (FIRE)	678	W.	18TH STREET	Intrusion & Fire		1 Alarm, 3 Keypads, Fire Riser	\$	\$
4	PARKING GARAGE (FIRE)	1801		M STREET	Fire		Standard Fire Alarm	\$	\$
5	RALPH SHANNON PARCADE (FIRE)	638	W.	18TH STREET	Fire Alarm		Fire Pump & Riser	\$	\$
6	TRANSPORTATION CNT (BURG/FIRE)	710	W.	16TH STREET	Intrusion		1 Alarm, 2 Keypads	\$	\$
7	REFUSE/SWEEPING/FLEET REMOTE SITE	3504	N.	HWY 59	Intrusion	X	1 Alarm, 1 Keypad, motion alarm, 2 key fobs	\$	\$
							subtotal:	\$	\$
Civic Center Finance - Point of Contact Kuljit Singh 209-385-6883									
8	FINANCE-CIVIC CENTER Main Office	678	W.	18TH STREET	Intrusion		2 Alarms, 2 keypads, Main Room, 1 Alarm and Keypad in Vault Room	\$	\$
							subtotal:	\$	\$
Information Technology - Point of Contact Jeff Bennyhoff - 385-6961									
9	CIVIC CENTER-IT DEPT	678	W.	18TH STREET	Intrusion & Temperature Alarm	X	1 Alarm, 2 Keypads, 1 motion sensor. The equipment must have a NO/NC contact or "Key bypass" option. Allows use of badges to arm/disarm the system	\$	\$
							subtotal:	\$	\$
Civic Center City Manager's Office - Point of Contract Sarah Knoester 209-388-8624									
10	CIVIC CENTER 3RD FLOOR	678	W.	18TH STREET	Panic Alarm		1 Keypad, 1 Alarm	\$	\$
							subtotal:	\$	\$
Economic Development - Point of Contact Karen Baker 209-724-8105									
11	BELL STATION	415	W.	18TH STREET	Intrusion		1 Alarm, 1 Keypad	\$	\$
							subtotal:	\$	\$
Purchasing - Point of Contact Julio Marquez 385-6833									
12	PURCHASING DEPT	2525		O STREET	Intrusion	X	1 Alarm, 1 Keypad & 8 light beams, 2 motion, 6 glass crash sensors, 5 door sensors, 4 key fobs	\$	\$
							subtotal:	\$	\$
Parks and Community Services - Point of Contact Chris Jensen 209-385-6978									
13	PARCADE-PARKS COMM SERV DEPT	636	W.	18TH STREET	Intrusion	X	1 Alarm, 2 Keypads, 1 Motion Sensor	\$	\$
14	MERCED ZOO - ZOO KEEPER'S OFC	1045	W	25TH STREET	Intrusion		1 Alarm, 1 Keypad	\$	\$
15	ZOO GIFT SHOP	1045	W	25TH STREET	Intrusion		1 alarm, 1 keypad	\$	\$
16	PARKS COMMUNITY SERVICE 27th ST CENTER	364	W.	27TH STREET	Intrusion	X	Alarm Equipment	\$	\$
17	MERCED SENIOR COMMUNITY CENTER	755	W.	25TH STREET	Intrusion		1 Alarm, 2 Keypads	\$	\$
18	ROSSOTTI BLDG/APPLEGATE/ED-ZOO-CATION	1045	W	25TH STREET	Intrusion	X	1 Alarm, 1 Keypad	\$	\$
19	MCNAMARA RECREATION CENTER	1040		CANAL STREET	Intrusion	X	1 Alarm, 1 Keypad	\$	\$
20	STEPHEN LEONARD-REC CENTER	640		T STREET	Intrusion		1 Alarm, 1 Keypad, 1 motion sensor, 1 door contact	\$	\$
							subtotal:	\$	\$

ELECTRONIC ALARM MONITORING FEE PROPOSAL SHEET									
count	Description and Location				Alarm Type	Cellular Card	Existing Equipment and Special Requirements	Monthly	Annual Cost
Merced Police Department - Point of Contact Tonya Mora 385-6910									
21	CENTRAL MERCED POLICE EVIDENCE ROOM	611	W	22ND STREET	Intrusion & Camera		1 Alarm, 1 Keypad, 3 motion sensors, 2 door contacts, 1 camera	\$	\$
22	POLICE RECORDS STORAGE SHED	611	W	22ND STREET	Intrusion		1 Alarm, 1 Keypad, 2 motion sensors, 1 door contact	\$	\$
23	P.D. EVIDENCE RM-DOWNTOWN-BURG	470	W.	11TH STREET	Intrusion	X	1 Alarm, 2 Keypads, 6 motion sensors	\$	\$
24	MERCED PD EVIDENCE RM-DOWNTOWN-FIRE	470	W	11TH STREET	Intrusion		1 Alarm, 1 Keypad, 1 pull station, 5 smoke detectors, 1 waterflow, 1 tamper, 1 phone line, 1 A/C loss/restore, 2 trouble/restore	\$	\$
25	MERCED POLICE DEPT WHSE-1	460		GROGAN AVENUE	Intrusion		1 Alarm, 1 Keypad, 2 motion sensors, 1 door contact, 1 glassbreak	\$	\$
26	MERCED POLICE DEPT. WHSE-2	460		GROGAN AVENUE	Intrusion		1 Alarm, 10 doors, 3 motion sensors, 1 skylight beam	\$	\$
27	MERCED POLICE DEPT-BOMB SQUAD	460		GROGAN AVENUE	Intrusion		1 alarm, 1 keypad, 2 doors, 2 motions	\$	\$
28	MERCED POLICE DEPT. WHSE-4	460		GROGAN AVENUE	Intrusion		1 alarm 2 doors 1 motion	\$	\$
29	MERCED POLICE DEPT YARD	460		GROGAN AVENUE	Intrusion		1 alarm, 1 keypad, 5 beams	\$	\$
30	MERCED POLICE DEPT (DOWNTOWN)	1735		M STREET	Intrusion	X	1 alarm, 1 keypad, motion, 1 door contact and waterflow	\$	\$
31	PD ARREST & CONTROL OFFICE	626	W	18TH STREET	instrusion	X	1 alarm, 1 keypad	\$	\$
32	PD 21-4 HANGAR BURG			HANGAR @ AIRPORT	instrusion	X		\$	\$
							subtotal:	\$	\$
Airport - Point of Contact Jon Kwitkowski 209-564-0588									
33	MERCED AIRPORT HANGERS-FIRE	20		MACREADY DRIVE	Fire Alarm		Fire Riser & Alarm	\$	\$
34	MERCED AIRPORT TERMINAL BLDG	20		MACREADY DRIVE	Panic Button		TSA Emergency Alarm	\$	\$
35	MERCED AIRPORT	20		MACREADY DRIVE	instrusion		1 alarm, 2 keypads	\$	\$
							subtotal:	\$	\$
Public Works Admin - Point of Contact Jamie Cruz 209-385-6239									
36	PUBLIC WORKS ADMIN BLDG 1	1776		GROGAN AVENUE	Intrusion		2 Keypads, 2 motion Sensors	\$	\$
37	SIGN SHOP-SCADA OFFICE-CONFERENCE RM	1776		GROGAN AVENUE	Intrusion		1 Keypad, 1 Door Switch	\$	\$
							subtotal:	\$	\$
Public Works Fleet - Point of Contact Chris Yowell 209-564-0562									
38	PUBLIC WORKS AUTO BUILDINGS	1776		GROGAN AVENUE, BLDG 2	Intrusion	X	1 Keypad, 10 Door Switches	\$	\$
							subtotal:	\$	\$
Public Works Streets - Point of Contact Jeff Frederick 209-564-0202									
39	TRAFFIC LIGHT/SIGNAL WAREHOUSE	1720	W.	16TH STREET	Intrusion	X	1 Keypad, 2 Door Switches	\$	\$
							subtotal:	\$	\$

ELECTRONIC ALARM MONITORING FEE PROPOSAL SHEET									
count	Description and Location				Alarm Type	Cellular Card	Existing Equipment and Special Requirements	Monthly	Annual Cost
Public Works WWTP - Point of Contact Noel Barocio 209-564-0424									
40	SEWER LIFT STATION 2			ALLEY @ E ST & MAIN ST	Low/High Water Level, Wet Well, Panic, Dry Well, Hatch, Power Failure		Alarm Equipment		
41	SEWER LIFT STATION 3	1931		GROGAN AVE	" "		" "	\$	\$
42	SEWER LIFT STATION 6			HAWK DR	" "		" "	\$	\$
43	SEWER LIFT STATION 7	2215		COOPER AVE N/S	" "	X	" "	\$	\$
44	SEWER LIFT STATION 8		E	HWY 140 & KIBBY RD	" "		" "	\$	\$
45	SEWER LIFT STATION 9	3304		COLUMBIA AVE	" "		" "	\$	\$
46	SEWER LIFT STATION 10	1842		VALLEY FORGE	" "		" "	\$	\$
47	SEWER LIFT STATION 11	3254	E	CHILDS AVE	" "		" "	\$	\$
48	SEWER LIFT STATION 12			UNILEVER-N. HWY 59	" "		" "	\$	\$
49	SEWER LIFT STATION 13	3381		R ST/FAHRENS PARK	" "		" "	\$	\$
50	SEWER LIFT STATION 14			HWY 140 & SIDNEY LANE	" "		" "	\$	\$
51	SEWER LIFT STATION 15	1348	E.	ALEXANDER AVE	" "		" "	\$	\$
52	SEWER LIFT STATION 16	3400		SAN FRANCISCO & BUENA DRIVE	" "		" "	\$	\$
53	SEWER LIFT STATION 17	3156	N	HWY 59	" "		" "	\$	\$
54	SEWER LIFT STATION 18	3125		MERCED AVE	" "	X	" "	\$	\$
55	SEWER LIFT STATION 19	504		ALFARATA & PARSONS	" "		" "	\$	\$
56	SEWER LIFT STATION 20	305		CARDELLA & BANCROFT	" "		" "	\$	\$
57	SEWER LIFT STATION 21	2309		MALASPINA & WHITEWATER	" "		" "	\$	\$
58	SEWER LIFT STATION 22	481		WINDER AVE	" "		" "	\$	\$
59	SEWER LIFT STATION 23	203		RANCHO CAMINO DR	" "		" "	\$	\$
60	WWTP	10260		GOVE ROAD	Intrusion		Wired Doors: 3, Keypad: 1, cell communicator	\$	\$
61	WWTP LAB FIRE PNL	10260		GOVE ROAD	Intrusion & Motion		Wireless: Doors: 5, Motion 5; Keypad: 1	\$	\$
62	WWTF-MULTI BLDGS	10260		GOVE ROAD	Intrusion & Motion	X	Wireless: Doors: 57, Motion 11; Wired: Door:1, Motion: 1; Keypads: 2	\$	\$
63	WWTP SOLIDS BLDG FIRE PNL	10260		GOVE ROAD	Fire Alarm		Fire Riser & Alarm	\$	\$
							subtotal:	\$	\$
Public Works Storm Drains - Point of Contact Joe Padilla 209-325-9589									
64	STORM PUMP 1A AIRPORT	285		RIGGS AVE	High/Low Wet Well Water Level, Power Failure, & Cabinet Door Intrusion Alarms	X	Alarm Equipment	\$	\$
65	STORM PUMP STATION 1B			AIRPORT, SOUTH OF 1A	" "	X	" "	\$	\$
66	STORM PUMP STATION 2	3315		CAMPUS DRIVE	" "	X	" "	\$	\$
67	STORM PUMP STATION 3	2761		COOPER AVE N/S	" "	X	" "	\$	\$
68	STORM PUMP STATION 4	1317	W.N.	BEAR CREEK	" "	X	" "	\$	\$
69	STORM PUMP STATION 5	3343		BISMARK	" "	X	" "	\$	\$
70	STORM PUMP STATION 6	1150		PASEO VERDE	" "	X	" "	\$	\$
71	STORM PUMP STATION 7	200	S.E.	PARSONS	" "	X	" "	\$	\$
72	STORM PUMP STATION 8	2980		WAINWRIGHT	" "	X	" "	\$	\$
73	STORM PUMP STATION 9			CAMERON LN BEAR CREEK	" "	X	" "	\$	\$

ELECTRONIC ALARM MONITORING FEE PROPOSAL SHEET									
count	Description and Location				Alarm Type	Cellular Card	Existing Equipment and Special Requirements	Monthly	Annual Cost
74	STORM PUMP STATION 10				" "	X	" "	\$	\$
75	STORM PUMP STATION 11	100			" "	X	" "	\$	\$
76	STORM PUMP STATION 12	1567			" "	X	" "	\$	\$
77	STORM PUMP STATION 16	1417			" "	X	" "	\$	\$
78	STORM PUMP STATION 18	1813	W.		" "	X	" "	\$	\$
79	STORM PUMP STATION 17				" "	X	" "	\$	\$
80	STORM PUMP STATION 19				" "	X	" "	\$	\$
81	STORM PUMP STATION 20	1384			" "		" "	\$	\$
82	STORM PUMP STATION 21				" "	X	" "	\$	\$
83	STORM PUMP STATION 22	3495			" "	X	" "	\$	\$
84	STORM PUMP STATION 23				" "	X	" "	\$	\$
85	STORM PUMP STATION 24	2090			" "	X	" "	\$	\$
86	STORM PUMP STATION 25	1801			" "	X	" "	\$	\$
87	STORM PUMP STATION 26	97	E.		" "	X	" "	\$	\$
88	STORM PUMP STATION 27	1980			" "	X	" "	\$	\$
89	STORM PUMP STATION 29	1105			" "	X	" "	\$	\$
90	STORM PUMP STATION 30	1002			" "	X	" "	\$	\$
91	STORM PUMP STATION 31	1945			" "	X	" "	\$	\$
92	STORM PUMP STATION 35	3088	W		" "		" "	\$	\$
93	STORM PUMP STATION 37				" "	X	" "	\$	\$
94	STORM PUMP STATION 38	4040			" "	X	" "	\$	\$
95	STORM PUMP STATION 40	1304			" "	X	" "	\$	\$
96	STORM PUMP STATION 41	4355			" "	X	" "	\$	\$
97	STORM PUMP STATION 42				" "	X	" "	\$	\$
98	STORM PUMP STATION 43				" "	X	" "	\$	\$
99	STORM PUMP STATION 44				" "	X	" "	\$	\$
100	STORM PUMP STATION 45				" "	X	" "	\$	\$
101	STORM PUMP STATION 46	3375			" "	X	" "	\$	\$
102	STORM PUMP STATION 47				" "	X	" "	\$	\$
103	STORM PUMP STATION 48				" "	X	" "	\$	\$
104	STORM PUMP STATION 49				" "	X	" "	\$	\$
105	STORM PUMP STATION 50				" "	X	" "	\$	\$
106	STORM PUMP STATION 52				" "	X	" "	\$	\$
107	STORM PUMP STATION 54	3255	E.		" "	X	" "	\$	\$
108	STORM PUMP STATION 59				" "	X	" "	\$	\$
109	STORM PUMP STATION 60				" "	X	" "	\$	\$
							subtotal:	\$	\$
Public Works Water - Point of Contact Robby Jeppesen 209-564-2546									
110	WELL SITE #1	477			Tank Intrusion	X	Alarm Equipment	\$	\$
111	WELL SITE #2	1201	S.		Tank Intrusion	X	Alarm Equipment	\$	\$
112	WELL SITE #7	3362			Tank Intrusion	X	Alarm Equipment	\$	\$
							subtotal:	\$	\$
								Monthly	Annual Cost
							GRAND TOTAL:	\$	\$

ATTACHMENT D

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and _____, a Please Select, whose address of record is _____, (hereinafter referred to as “Contractor”).

WHEREAS, City is undertaking a project to obtain electronic alarm monitoring services; and,

WHEREAS, Contractor represents that it possesses the professional skills to provide alarm monitoring services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Contractor shall furnish the following services: Contractor shall provide the alarm monitoring services described in Exhibit “A” attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Public Works or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “Please Select” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Contractor may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on June 30, 2027.

4. **COMPENSATION.** Payment by the City to the Contractor for actual services rendered under this Agreement shall be made upon presentation of an

invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "Please Select" attached hereto and incorporated herein by reference. The Contractor agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "Please Select". For Contractor's services rendered under this Agreement, City shall pay Contractor the not to exceed sum of \$.

5. METHOD OF PAYMENT. Compensation to Contractor shall be paid by the City after submission by Contractor of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the City, and Contractor hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. CONTRACTOR'S BOOKS AND RECORDS. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Contractor desire any insurance protection, the Contractor is to acquire same at its expense.

In the event Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System

(PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Contractor shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor or Contractor's officers, employees, volunteers, and agents during performance of this Agreement; Contractor shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to

waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Contractor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Contractor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Contractor.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Contractor shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the

Contractor.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Contractor shall carry professional liability insurance appropriate to Contractor's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Contractor shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Contractor's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Contractor agrees to comply with all of the applicable provisions of the

Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Contractor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Contractor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Contractor shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons to work under this contract because of

race, color, national origin, ancestry, disability, sex or religion of such person.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be

governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

CONTRACTOR

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS:

TELEPHONE: _____

FAX: _____

E-MAIL: