

**Council Meeting: March 9, 2010****SUBJECT: Award of Contract for an Integrated Security Closed Circuit Television (CCTV) System for the Department of Public Safety (F0808-15)****BACKGROUND**

The current Department of Public Safety video security system was installed during construction of the building in 1985. When it was originally installed, the system was comprised of low end cameras with video only and no recording capabilities. VHS video recording was added to the system in 1995. In 1997 the system was upgraded to higher resolution cameras but remains an outdated VHS tape recorded system.

The current system has been plagued with numerous problems. These range from camera, audio system and recording failures. The current system's technology is obsolete and the VCRs the system requires are no longer manufactured or sold. Many of the current cameras have been cannibalized for parts to keep higher priority area cameras working.

The current system provides live viewing with back-up recording to the entire jail facility: seven jail cells, interior hallways, DUI processing area, booking counter, and garage area (sallyport). Additionally, there are six exterior cameras that cover the rear and front parking area as well as two cameras covering the entrance and lobby area for a total of twenty-three cameras. Many of the exterior cameras no longer function properly and the viewing quality is inadequate.

Having a quality system that provides clear viewing/recording of designated areas for both internal and external security is a high priority for Police facilities. Maintaining a system that provides 24 hours 7 days a week recorded coverage of the jail facility is critical. Public Safety makes over 4,000 arrests a year, with the vast majority of these arrests processed within the Public Safety facility. Capturing an accurate account of the activity within the jail facility is essential for personnel safety and liability protection. Current statute requires the system to store the recorded video for one (1) year.

Currently there are no cameras that cover the interior of the Public Safety building, except in the jail area as previously mentioned. A complete security analysis of the interior was conducted by staff with the assistance of an outside consultant. Based on the results of the analysis, staff is recommending that

additional cameras be installed in the interior of the building to provide a heightened level of security where our liability exposure is the highest. This is particularly important in the areas where prisoners are escorted, outside the property room and armory, at the entry to our Dispatch Center, as well as all entrances and exits. It is also recommended that we add security cameras to provide adequate viewing of the exterior perimeter of the building. The proposed system will enable 24/7, 365 days a year digital video recorded security coverage.

Approval is requested for the award of a contract in the amount of \$285,802, including applicable taxes, to Johnson Controls, Inc. of Hayward to provide and install an integrated security closed circuit television (CCTV) system and for a 10% project contingency in the amount of \$28,580.

DISCUSSION

Request for Proposals No. F0808-15 was developed by Finance, Public Safety and Information Technology staff. The Request for Proposals (RFP) process was selected because, unlike an Invitation for Bids, it allows for consideration of factors in addition to cost to select an alternative that provides the best overall value to the City. In this instance, staff determined that proposals would be evaluated based upon the following criteria:

- Overall System Functionality, 33%
- Implementation Plan, 7%
- Training, 7%
- Ongoing Maintenance and Support, 7%
- References, 13%
- Total Cost to the City, 33%

On August 14, 2009 Request for Proposals (RFP) No. F0808-15 was issued and directly distributed to six firms known to have participated in similar projects. In addition, the RFP was advertised on the City's website and notification of the project was distributed to other potential consultants through the Onvia DemandStar public procurement network. Forty-two firms requested proposal documents. On September 16, 2009 four responsive proposals were received, as follows:

- Johnson Controls Inc., Hayward, California
- Henry Brothers Electronics Inc., Fullerton, California
- West Corporation, Cayucos, California
- LenSec, Woodinville, Washington

The evaluation committee was led by the Department of Finance and included representatives of the Departments of Information Technology and Public Safety. Proposed costs for the project ranged from \$166,672 to \$326,429 depending upon each Proposer's understanding of the City's needs and its approach to meeting those needs.

Following a comprehensive review of the written proposals, two proposers were selected to attend an onsite interview to discuss their proposals. Also, staff visited locations where both proposers have previously installed equipment. The committee unanimously agreed that the proposal submitted by Johnson Controls offers the best value to the City for the following reasons:

- System meets functionality requirement and technology proposed is state of the art and demonstrates ability to ensure chain of custody requirements and evidence preservation.
- The proposal implementation plan is clearly defined and detailed.
- Proposed a flexible training schedule, for use of equipment by City staff.
- Ongoing maintenance and support clearly defined and offers several options for coverage.
- Team visited the San Mateo County Sheriff's Office where similar system is installed and Sheriff's Office personnel highly recommended Johnson Controls.
- Cost was within range of other comparable proposals.

During the evaluation period, staff determined which system configuration would best fit the City's needs, which resulted in the requested contract award amount.

Based upon the information presented above, staff recommends award of contract to the firm of Johnson Controls to provide and install an Integrated Security Circuit Television (CCTV) System.

FISCAL IMPACT

The total cost of the contract and the 10% contingency is \$314,382. Funds for the contract are available in the Information Technology Equipment Replacement Fund. Separate contracts will also be issued under the City Manager's award authority as necessary for storage, estimated at \$40,000, and for maintenance and support costs beyond the one-year warranty period. The storage consists of a self-contained server for high-resolution digital video recording. The ongoing maintenance and support costs will be \$9,408 per year, which will be included in the City Manager's Recommended FY 2010/2011 Operating Budget. These new costs will be offset by reductions in other areas of the Public Safety Department budget.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk.

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same form as the attached draft and in the amount of \$285,802, including applicable taxes, to Johnson Controls, Inc. to provide and install an integrated closed circuit television system; and
2. Approve a project contingency in the amount of \$28,580.

Reviewed by:

Mary J. Bradley, Director of Finance

Prepared by: Mark Stivers, Deputy Chief, Public Safety

Prepared by: Pete Gonda, Senior Management Analyst, Finance

Reviewed by:

Don Johnson

Director, Public Safety

Reviewed by:

Cuong Nguyen

Director, Information Technology

Approved by:

Gary M. Luebbers

City Manager

Attachments

- A. Draft Service Agreement

DRAFT
SERVICE AGREEMENT BETWEEN THE CITY OF SUNNYVALE
AND JOHNSON CONTROLS, INC.
TO PROVIDE AND INSTALL AN INTEGRATED SECURITY CLOSED CIRCUIT
TELEVISION (CCTV) SYSTEM
FOR THE
DEPARTMENT OF PUBLIC SAFETY

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and JOHNSON CONTROLS, INC, of Hayward, California ("CONTRACTOR").

WHEREAS, on August 14, 2009, CITY issued Request for Proposals No. F0808-15; and

WHEREAS, CONTRACTOR has submitted a proposal in response to this Request for Proposals; and

WHEREAS, CITY has determined that CONTRACTOR's proposal offers the best value to CITY;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Contract Documents

The complete Contract consists of the following documents: Request for Proposal No. F0808-15, consisting of a Notice Inviting Proposals, Instructions to Proposers, Specifications, Terms and Conditions; Drawings, two Addenda, CONTRACTOR's completed Proposal; and negotiated documents. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Services

CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to install an integrated Closed Circuit Television system (CCTV) as called for, and in the manner designated in, and in strict conformity with, the specifications, terms and conditions set forth in Request For Proposals No. F0808-15.

It is understood and agreed that the work performed and completed as required is under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the City.

3. Time for Completion

Time is of the essence in the performance of the Agreement. All work under this contract shall be completed before the expiration One Hundred Twenty (120) calendar days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

4. Duties of CITY

CITY shall supply any documents or information available to CITY required by CONTRACTOR for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

5. Compensation and Acceptance Test

CITY agrees to pay CONTRACTOR a total not to exceed amount of Two Hundred Eighty-Five Thousand Eight Hundred One and sixty four/100 dollars (\$285,801.64), including applicable taxes.

Payment for products and services will be based on the following key milestones.

1. Project Initiation – 20% of overall contract amount (\$57,160.33)
2. Delivery of Equipment – 20% of overall contract amount (\$57,160.33)
Including delivery and acceptance of materials
3. Equipment Installation – 20% of overall contract amount (\$57,160.33)
Including installation and acceptance
4. Successful Completion of Acceptance Testing Upon Equipment
Installation – 30% of overall contract amount (\$85,740.49)
5. Project Completion – 10% of overall contract amount (\$28,580.16)
Including fully live/operational system and final acceptance by the CITY

CONTRACTOR shall follow Acceptance Testing Procedures as identified in Section II, Paragraph G, "Request For Proposal F0808-15". CONTRACTOR

shall submit invoices to CITY to be paid within thirty (30) days upon receipt of an accurate, itemized invoice by CITY'S Accounts Payable Unit.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR's obligations under this Agreement.

7. Confidential Information

CONTRACTOR shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONTRACTOR may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONTRACTOR shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.
- (b) CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONTRACTOR is acting as an independent contractor in performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

10. Indemnity

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in Exhibit "A", caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY.

11. Hold Harmless

CONTRACTOR agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death

of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees, Owner may make by reason of such claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

12. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "B" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "A."

13. Liquidated Damages

Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of Five Hundred Dollars (\$500.00), for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

14. CITY Representative

Christopher Carrion, Captain, Department of Public Safety as City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

15. CONTRACTOR Representative

Steve Sandoval shall represent CONTRACTOR in all matters pertaining to the services and materials to be rendered under this Agreement. All requirements of CONTRACTOR pertaining to the services to be rendered under this Agreement shall be coordinated through the CONTRACTOR representative.

16. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be

personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY:

Christopher Carrion, Captain
Department of Public Safety
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONTRACTOR:

Steve Sandoval, Sr. Account Executive
Johnson Controls, Inc.
3526 Breakwater Court
Hayward, CA 84545

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered.

Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

17. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

18. Termination

If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.

19. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

20. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

JOHNSON CONTROLS, INC.
("CONTRACTOR")

By _____
City Attorney

By _____

Title and Date

By _____

Title and Date

EXHIBIT A
CITY OF SUNNYVALE
INSURANCE REQUIREMENTS

SUPPLIER shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

SUPPLIER shall take out and maintain during the life of the contract **Workers' Compensation** insurance coverage to statutory limits as may be required by law.

SUPPLIER shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect SUPPLIER, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by SUPPLIER, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from SUPPLIER's or CITY's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of CITY.
- Notice of cancellation to CITY's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- "CITY, its officers, officials, employees and volunteers" must be named as an additional named insured with respect to the services being performed under the contract. *Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.*
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.