

CITY OF YUBA CITY
STAFF REPORT

Date: December 21, 2021
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Michael Castaneda, Sr. IT Analyst

Summary

Subject: Gauche Aquatic Park Verkada Camera System Upgrade (FB22-06)
Recommendation: Adopt a Resolution awarding the contract for the Gauche Aquatic Park Verkada Camera System upgrade to Gaynor Telesystems of Redding, CA in the total amount of \$65,085 plus a 10% contingency for a not to exceed amount of \$71,594 with the finding that it is in the best interest of the City
Fiscal Impact: \$65,085 plus a 10% contingency totaling \$71,594 to account 6630-69201

Purpose:

To award a contract to purchase and install camera hardware and software at the Gauche Aquatic Park.

Background:

Ensuring the safety and well-being of staff, facilities and the public is a top priority for the City. It's important for the City to create a safe environment for employees and the public and to have a system in place to review incidents that may occur and take corrective measures so that it doesn't happen again. The City has seen an increase in vandalism and would like to continue its efforts at identifying those responsible while protecting City facilities. The current GAP camera system was installed in 2017 and is reaching the end of its useful life. Camera technology has vastly improved since the current system was installed and City Staff would like to bring the camera system up to current standards. The camera system upgrade was proposed and approved as a capital acquisition item in the City's Operating Budget for the FY 21/22. The City currently uses the Verkada camera system at the Police Department, Animal Control and Wastewater Treatment facilities. Some of the benefits of the Verkada camera system include the ease of management and training, the ability to provide video insight to multiple locations within a single application as well as a standard ten-year warranty on all cameras, making their useful lifespan beyond what the alternative systems offer.

Analysis:

The City's IT and Finance staff developed specifications and scoring guidelines for this project. A Formal Bid (FB22-06) was developed and advertised according to the City's ordinances. The bid specified that any vendor interested in submitting a proposal would need to attend a mandatory

site walkthrough. The walkthrough was intended for vendors to submit an accurate proposal and answer any questions or concerns about the services requested. Four (4) known vendors that the City has worked with in the past were notified about the open bid. All four (4) vendors responded with initial interest, however, three (3) sealed bid packets were received and opened by the City Clerk's office. Each bid packet was scored on the following criteria:

<u>EVALUATION CRITERIA</u>	<u>POINTS</u>
Reasonableness of Price	25
Experience, Qualifications, & Capability	35
References	25
Bid Completeness	15

Bid score sheets were prepared by the Finance staff and the proposals were scored by personnel from the IT Division. The committee and staff were notified of the result and concur with the recommendation.

The vendors submitting bids and their scores are as follows:

<u>Vendor</u>	<u>Score</u>	<u>Price</u>
Gaynor Telesystems Redding, CA	99.17	\$ 65,085
IT Management Corporation Santa Clara, CA	95.47	\$ 70,312
Quest Technology Management Roseville, CA	93.55	\$ 68,606

Fiscal Impact:

\$65,085 plus a 10% contingency totaling \$71,594 to account 6630-69201.

Alternatives:

1. Reject the bids received
2. Select an alternate vendor
3. Request a new bid process
4. Do not award

Recommendation:

Adopt a Resolution awarding the contract for the Gauche Aquatic Park Verkada Camera System upgrade to Gaynor Telesystems of Redding, CA in the total amount of \$65,085 plus a 10% contingency for a not to exceed amount of \$71,594 with the finding that it is in the best interest of the City.

Attachments:

1. Resolution
2. Standard Agreement Draft

Prepared By:
Mike Castaneda
Senior IT Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING A STANDARD AGREEMENT TO GAYNOR TELESYSTEMS IN
THE AMOUNT OF \$65,085 PLUS A 10% CONTINGENCY FOR THE GAUCHE
AQUATIC PARK VERKADA CAMERA SYSTEM UPGRADE**

WHEREAS, staff issued a Formal Bid on November 4, 2021 to award a contract to the lowest, most responsive vendor to provide a Verkada Camera System upgrade for the City's Gauche Aquatic Park; and

WHEREAS, after analysis of the three proposals received, staff has determined Gaynor Telesystems to be the lowest, most responsive vendor to provide the requested services; and

WHEREAS, staff recommends awarding a Standard Agreement to the lowest, most responsive vendor, Gaynor Telesystems for the Gauche Aquatic Park Verkada Camera System Upgrade; and

NOW, THEREFORE, the City Council of the City of Yuba City does resolve as follows:

1. The City Council of Yuba City finds that Gaynor Telesystems has demonstrated the ability to provide the desired camera system upgrade. The City Council finds that Gaynor Telesystems has the professional qualifications required and can provide the purchase and installation of the new camera system at a fair and reasonable cost. The City Council hereby authorizes the City Manager to execute an agreement with Gaynor Telesystems in the amount of \$65,085 plus a 10% contingency for a not to exceed amount of \$71,594 without additional written consent from the City, subject to approval as to legal form by the City Attorney.
2. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 21st day of December, 2021.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2



STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of February 2021 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and Gaynor Telesystems, hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

Removal of existing Avigilon Camera System and installation of new Verkada Camera system. Scope of Work and project pricing are attached.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CITY OF YUBA CITY, A
MUNICIPAL CORPORATION**

CONTRACTOR

By: _____

Name: _____

Title: City Manager

Address: _____

By: _____

Title: _____

License No. _____

TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material people, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance _____.

INSURANCE REQUIREMENTS FOR MOST CONTRACTS

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
(If applicable – see footnote next page)

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an

endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Note:** Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*

CORPORATE HEADQUARTERS

9650 Tanqueray Court
Redding, CA 96003
O. 530.223.2979
F. 530.224.9260
GaynorTelesys.com



Authorized Dealer of these
products and more



**CITY OF YUBA CITY
GAUCHE AQUA PARK**

November 24, 2021

REQUEST FOR BID FB22-06



SOW:

Scope of Project: Install a new VERKADA Camera system replacing existing cameras and reusing cabling and network switches except where noted. Gaynor will install 3 new POE+ 8 port network switches in existing pedestal enclosures in park area. Switches will be connected to 3 new 240W DC Power Supplies using existing cabling from enclosures to the MDF. Power cabling will be tested by City electrician before being energized from new Power Supplies. Gaynor will run new network cables for cameras C6 and C25. Customer is responsible for providing network uplink and internet access for new switches.

Provide & install 29 new Verkada Cameras PER RFB SPECIFICATIONS

PROJECT PRICE

VERKADA HARDWARE	\$ 37,355.25
TRENDNET NETWORK MATERIALS	\$ 1,825.00
SALES TAX	\$ 2,708.26
VERKADA LICENSES	\$ 15,930.00
SHIPPING	\$ 726.88
CABLE PROJECT	\$ 500.00
MAN LIFT	\$ 600.00
PREVAILING WAGE INSTALLATION & WARRANTY	\$ 5,440.00
PROJECT TOTAL	\$ 65,085.39

- **INDUSTRY LEADING TEN YEAR VERKADA WARRANTY**
- **FIVE YEAR VERKADA CLOUD LICENSE SUPPORT**
- **ONE YEAR GAYNOR SUPPORT AGREEMENT**



CITY OF YUBA CITY
REQUEST FOR BID
NO. FB 22-06
PROPOSAL FORM

For: Gauche Aquatic Park Verkada System Upgrade

To: Contractor

*NAME OF BIDDER: Gaynor Telesystems, inc

*ADDRESS: 9650 Tangueray Court
Bedding Ca 96003

FEDERAL TAX I.D. NO.: 94-2330370

TELEPHONE: 530-223-2979

Addendums considered
(initial and indicate addendum number)

NO # 1 ~~ALB~~

Addendums NOT considered
(initial and indicate addendum number)

*If awarded bid this name and address will be used for payment. No exceptions.

In accordance with the Request for Proposal, Conditions and Specifications, the undersigned declares that the service offered is in accordance with all requirements of the City detailed therein. Further, the undersigned declares that he/she is authorized to enter into an agreement on behalf of the above-named business.

It is hereby understood that the above bid reflects all the costs detailed in the specifications.

Signature

M.J. Gaynor

Printed Name

M.J. GAYNOR

Title

CEO