

AGENDA
ITEM

10



AGENDA STAFF REPORT

DATE: December 18, 2019

TO: Mayor and City Council

APPROVED BY: David B. Dale, City Manager *DBD*

PREPARED BY: Gonzalo C. Gerardo, Police *GC*

SUBJECT: Purchase of a New Server for Upgrade on Twelve Additional Cameras for Cesar Chavez Boulevard and Parks by the Calexico Police Department

Recommendation:

City Council approval of purchase for a new upgraded server for twelve additional cameras for the area of Cesar Chavez Boulevard from Second Street to SR98 by the Calexico Police Department.

Background:

On June 2, 2015, the Calexico City Council approved Agenda item 12, allowing the Calexico Police Department to purchase a city-wide camera system and Automated License Plate Readers (ALPR). There were seventy-five (75) cameras and nine (9) ALPRs in total. Sixty-three (63) of the seventy-five (75) cameras were installed, and none of the nine (9) ALPRs were installed. This was due to Cal-Trans not allowing them to be mounted on their traffic signal light fixtures. Since the new US Port of Entry moved to Second Street and Cesar Chavez Boulevard, we can now install the remaining cameras and ALPRS from Second Street to SR98.

Discussion & Analysis:

The Local Transportation Authority (LTA) Measure D funds are allowed to be used to make this purchase. Allowing this purchase will allow for this project to be completed. The installation of the cameras along Cesar Chavez Boulevard with the possibility of installing any remaining cameras in other key areas of the City to include parks will also be a great benefit.

Fiscal Impact:

\$35,158.00 Funds: Local Transportation Authority (LTA) Measure D.

AGENDA
ITEM

10

Coordinated With:

City Manager.
City Finance Department.
Public Works Department.

Attachment(s):

1. Copy of Single/Sole Source Justification Form.
2. Copy of Convergent Technologies Quote.

Single/Sole Source Justification (SSJ)

This form must be used as justification for a purchase from a single or sole source without open competition when the purchase is \$5,000 or above. The S.S.J. form is not to be utilized to circumvent normal purchasing procedure. It is to be used only as an exception when all attempts to pursue competitive purchasing practices have failed. Acceptance of this request will be at the discretion of the Finance Department and/or City Manager. Pricing is not a justification, by itself, for a single or sole source purchase; competitive pricing should be obtained for all purchases.

The following statements, in my professional judgment, are correct. I have researched the requirements to support these findings. I also certify that no personal advantage, gain or privilege has (or will) accrued to me through the purchase from this vendor. I have reviewed the vendor's proposed costs and find those costs fair and reasonable for the technical effort proposed.

Department Head name/signature: 

Title: Chief of Police Finance Director 

Date: 12/18/2019 Phone: 760-768-2135

Email: klobatos@calexico.ca.gov

Briefly describe the product/service you are requesting and its function.

Please select the category (or categories) that best describe your single/sole source requirement. Answer any/all of the questions pertaining to that category.

Note: It is not required to complete all categories below. Complete only those that are applicable. Use a separate sheet(s) for responding to the items

A. Compatibility to existing equipment, research, methodology, or training:

1. With what other material must this requirement be compatible?
Our current camera system is only compatible with this new server
2. What is the approximate dollar value of the existing material? **\$35,158.00**
3. What are the unique properties that make this the only product compatible with existing material or research? **This server is only offered by Convergent Technologies and is the company that installed and does our maintenance on our cameras.**
4. Provide any other supporting information, if applicable.

B. Only known manufacturer of this product:

1. What research/investigation has been done to support this claim (i.e., trade shows, Internet searches, professional journals, colleagues, etc.)? Please list sources. **N/A**
2. What other manufacturers did you solicit information from? Please list their names and summarize your findings. **NONE**

C. Only product that will meet the requirements of the intended use although other like items exist:

1. What other manufacturers did you evaluate? Please identify the manufacturer and the product deficiencies that lead to their disqualification. **N/A**
2. If this product is superior to all others, state the reason why. (Give very specific characteristics, capabilities and properties. **N/A**)
3. Provide other supporting research to document the need for this specific manufacturer, if applicable. **N/A**

D. Regional Sales/Support/Service:

1. Is this the only known vendor to sell, support and/or service this type of product in this region?
2. If yes, give support of your need for immediate service as the primary requirement for vendor selection.

Note: This alone will not qualify as a SSJ if there are other manufacturers that sell and service similar product within this region. Additional support would be required above.

E. What are the consequences of not securing this specific item?

The camera system is not currently recording and will not support the additional twelve new cameras being installed along Cesar Chavez Boulevard from Second St. to SR98.

F. Provide any additional information not furnished above that supports your specific requirements necessitating single/sole source purchase:

Responses:



1667 N. Batavia, Orange, California 92677
Phone Mobile (949) 940-6428
Fabian.Escalante@convergent.com

November 18, 2019

City of Calexico
420 E 5th S
Calexico, California 92231
Attention: Chief Gonzalo Gerardo

Quotation: FE00235832P
License: C10 #986407

Reference: Replace NVR-2019-v2

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 2nd largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

Scope of Work

Convergint Technologies' scope of work includes furnishing, installing, programming and commissioning the material listed in the attached bill of materials (BOM) as outlined below and with regards to the data listed in the clarifications and exclusions section of this proposal.

The scope of work will include replacing the existing IndigoVision NVR which has been water damaged with a new unit. The new NVR will include 100TB of storage. Convergint will need to re-program the server entirely due to the last system being damaged.

Warranty

The new system will continue to be warrantied and serviced on a regular basis as part of our existing Customer Service Program with the City of Calexico which extends through 2020.

Bill of Materials

Line	Qty	Part	Description	Manufacturer	Unit Price	Extended Price
1	1.00	980481	Enterprise NVR-AS 4000 G3 2U 100TB Windows Enterprise NVR-AS 4000 RA100TB Windows, 12 Disk RAID 6, 2U Rack Mount (up to 2000Mbps) + Hardware ProSupport Plus	IndigoVision	\$ 27,500.00	\$ 27,500.00

Equipment Total	\$	27,500.00
Total Labor/Other Costs	\$	4,538.00
Freight	\$	851.25
Tax if Applicable	\$	2,268.75
Total Project Price	\$	35,158.00



Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
3. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
4. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Items Included	
Applicable Taxes	Freight (prepaid)
Installation of Video Recorders (DVR/NVR)	Material (listed in the BOM)
One-Year Warranty on Labor	One-Year Warranty on Parts
Project Management	Servers by Convergent
System Programming	Testing of all Proposed Devices

Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Cable	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Electrified Door Locking Hardware	Engineering and Drawings
Equipment rack layout drawing	FA Permit and Plan Review Fees
Fire Stopping (Excludes Existing Penetrations)	Fire Watch
Floor Coverings for Lifts	Floor plan with device placement and numbering (requires customer CAD)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Wire and Cable	Installation of Wire Hangars
Lifts	Loading Software on Customer Provided Computer
Low Voltage Permits	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	Operations & Maintenance Manuals
Owner to Provide Static IP Addresses	Owner Training
Panel Wall Elevation drawing (may require customer CAD)	Panel wiring point with to point connections
Patch and Paint	Payment & Performance Bonds
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Others	Specialty Backboxes
Submittal Drawings	System Engineering
System is Design-Build	System Meets Plans/Drawings
Terminal Cabinets	Termination of Control Equipment Enclosures
Vertical Core Drilling	Wire
Workstations by Convergent	Workstations by Others

Total Project Investment:

\$ 35,158.00

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Fabian Escalante

Convergent Technologies
Fabian Escalante

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Chief Gonzalo Gerardo

November 18, 2019

Customer Name (Printed)

Date

Authorized Signature

Title

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifteen (15%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, Convergent Technologies' Install Terms & Conditions

but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.