

**CITY OF CORONADO, CALIFORNIA
NOTICE INVITING PROPOSALS**

The City of Coronado, California, invites sealed Proposals to perform the following services:

SECURITY ALARMS, ACCESS CONTROLS, INTERCOM SYSTEMS, MONITORING AND CAMERA SYSTEMS

The project consists of the design, installation and maintenance of security alarms, access controls, intercom systems, monitoring and camera systems, as well as all associated appurtenances, within the City of Coronado, California, the locations of which are specifically described in the DRAFT Agreement Scope of Services.

An **optional, pre-proposal walk-through** will be held at the Department of Public Services, 101 B` Avenue, Coronado, California, 92118. The Department of Public Services' main telephone number is 619.522.7380.

THURSDAY, SEPTEMBER 1, 2016, AT 9:00 A.M.

To be considered for selection, all **sealed** proposals must be received by the City Clerk at City Hall, 1825 Strand Way, Coronado, California 92118 **PRIOR TO the public proposal opening day, time, and address below. One (1) original and two (2) copies of the proposal are required.**

THURSDAY, SEPTEMBER 8, 2016, PRIOR TO 2:00 P.M.

The City of Coronado complies with the Americans with Disabilities Act. If you require reasonable accommodations for the pre-proposal meeting, or the proposal opening, contact the Department of Public Services (619) 522-7380 at least 48 hours in advance.

The proposal documents include: 1) Notice Inviting Proposals; 2) Instructions to Proposers; 3) Exhibit A Request for Proposal Terms And Conditions; 4) DRAFT Agreement; and, 5) DRAFT Agreement Attachments. Copies of the proposal documents are available on the City's webpage (link below). It is the responsibility of the proposer to regularly check this webpage for any future proposal addenda or updates.

https://www.coronado.ca.us/government/departments_divisions/public_services_and_engineering/public_bids_rfp_s_and_rfq_s/

Hard copies of the proposal documents may be picked up at the Department of Public Services, 101 B Avenue, Coronado, California 92118.

In accordance with the California Labor Code, the Contractor must pay, not less than, prevailing wage rates as determined by the Director of the Department of Industrial Relations for all work done under this Agreement. State of California prevailing wage rates for laborers can be found on the internet at <http://www.dir.ca.gov/DLSR/PWD/Statewide.html>. The Contractor is responsible for determining the correct title for job classifications and determining the appropriate wage rates.

If you have questions regarding this Notice Inviting Proposals, contact Cecilia Lyon at 619.522.7380 or cecilia@coronado.ca.us.

**INSTRUCTIONS TO PROPOSERS
SECURITY ALARMS, ACCESS CONTROLS, INTERCOM SYSTEMS, MONITORING AND CAMERA
SYSTEMS FOR CITY FACILITIES**

SCOPE OF WORK

The City of Coronado ("City" hereinafter) is responsible for managing the City's facilities maintenance program. The City intends to enter into an Agreement with the most responsive and responsible proposer, committed to providing the best level of service for security alarms, access controls, intercom systems, monitoring and camera systems for City facilities, through a competitive qualification and proposal-based procurement process.

PROPOSAL FORMAT

The following proposal format is required and has been designed to facilitate comparison among the various proposing organizations. Among other things, it is very important that the proposal provides a concise description of the firm's background and capabilities in providing similar services.

1. **Cover Letter - Introduction.** Introduce your company and summarize your proposal. Please include the name of a contact person and/or authorized representative in your company.
2. **Qualifications and Experience.** Include specific information regarding the following:
 - Specific sites under contract within a fifty (50) mile radius of the City ("Local Area") and the scope of services being provided
 - Company references
 - Location of main corporate office
 - Location of local area office
 - Number of management personnel and on-call personnel staff
3. **Technical Approach.** Provide a detailed work plan and the methodology your company would follow in performing services under the Agreement Scope of Work (**Attachment A**).
4. **Fee Schedule.** Proposals should include a detailed description of hourly, monthly and annual rates as applicable to each specific service listed in the Agreement Fee Schedule (**Attachment B**).

SELECTION PROCESS AND EVALUATION CRITERIA

The method by which the City will select a successful proposer for this RFP is as follows:

Proposals will be reviewed by the Facilities/Fleet/Streets Supervisor; references will be checked; and a short list of potential proposers will be made ("Short List") which will be recommended for consideration.

1. Proposals will first be evaluated for completeness. Proposal Fee Schedules (Attachment B) shall be completed for monthly costs for security alarms, access controls, intercom systems, monitoring and camera systems. Incomplete proposals will be disqualified from consideration. In addition, those companies that deviate from the format outlined below will be considered non-responsive and will be disqualified from consideration.
2. Proposals will be evaluated on the basis of the criteria specified below:
 - a. Quality of Proposal
 - b. Experience of firm and personnel likely to be assigned to the work
 - c. Number of employees to be assigned
 - d. Fee Schedule (Attachment B)
 - e. Firm references
 - f. Insurance accord form
 - g. Quality and availability of fleet vehicles and equipment
3. Examination of work site:

The proposer is required to carefully examine the work site, proposal forms, plans, specifications and special provisions for the work proposed. The submission of a proposal shall be considered conclusive evidence that the proposer has investigated, and is satisfied, as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of documents.

4. Interpretation or correction prior to proposal opening:
 - a. Any request for interpretation or correction of the Request for Proposals documents must be submitted prior to the opening of proposals to the Department of Public Services & Engineering, by email to cecilia@coronado.ca.us up to one week before the bid due date.
 - b. Any interpretation or correction rendered by the contract officer of the request for proposal documents shall be made immediately available to all other persons who obtained request for bids documents from the City.
5. Optional Pre-Proposal Walk-Through
An Optional Pre-Proposal Walk-Through is scheduled for **THURSDAY, SEPTEMBER 1, 2016, AT 9:00 A.M.** and will be held at the Department of Public Services, 101 B Avenue, Coronado, California 92118. Public Services' main telephone number is 619.522.7380.
6. Time and place to open proposals:
 - a. To be considered, a SEALED PROPOSAL must be received at the City Clerk's Office, 1825 Strand Way, Coronado, California, 92118, PRIOR **TO 2:00 P.M., THURSDAY, SEPTEMBER 8, 2016.** Proposals will be opened on that same day, location and time as above.
 - b. Any proposal received by the City Clerk's Office after the time specified herein shall be returned unopened to the bidder.
 - c. The proposer shall be bound to the terms of the proposal for a period of sixty (60) days following the opening of the bid until an agreement/purchase order is developed.
7. Opening and preliminary review of proposals:
 - a. Upon the opening of the proposals, all proposals shall be reviewed by the contract officer to determine the accuracy of any totals in the proposal. A proposer's error in adding up numerical items contained in the proposal shall not constitute a material error. Rather, the City will rely upon the amount assigned to each item of the proposal.
 - b. Proposal will be reviewed for completeness and responsiveness.

The Facilities/Fleet/Streets Supervisor will review the Short List and, if necessary, will interview Proposers prior to making a final determination. An oral interview may be required after the Director and the Facilities/Fleet/Streets Supervisor review the Short List. However, the City reserves the right to award the Agreement for services on the basis of the initial proposal received, without interviews.

After selection of the company to provide the services, the City will negotiate final contract terms. Upon agreement of the final terms, the Agreement will be scheduled for consideration by the City Council for award.

AWARD OF AGREEMENT

The successful proposer will be required to enter into a Security Alarms, Access Controls, Intercom Systems, Monitoring and Camera Systems for City Facilities Agreement ("Contract") with the City which includes the Terms and Conditions set forth in Attachment A: Scope of Work. .

Prior to final execution of the Agreement, the successful proposer will first be required to provide insurance certificates. All insurance documentation shall comply with the Terms as set forth in the attached Draft Agreement and shall be reviewed for compliance and accepted or rejected by the Contract Officer. In the event of rejection, the successful proposer shall be required to obtain such insurance coverage as required in the Agreement, Paragraph 14, "Insurance," and approved by the Contract Officer prior to entering into the Agreement.

In accordance with the California Labor Code, the Contractor must pay, not less than, prevailing wage rates as determined by the Director of the Department of Industrial Relations for all work done under this Agreement. State

of California prevailing wage rates can be found on the internet at <http://www.dir.ca.gov/DLSR/PWD/Statewide.html>
The Contractor shall be responsible for determining the applicability of the provisions of the California Labor Code and complying with same including the determination of the correct title for job classifications and the appropriate wage rates. Contractor shall also be responsible for making the above information available to any interested party/parties, upon request, paying the applicable prevailing wage rates, and posting copies thereof at the job site in accordance with the prevailing wage laws.

CONTRACT TERM

The Services to be performed under the Agreement shall begin on **TUESDAY, NOVEMBER 1, 2016** and terminate on **OCTOBER 30, 2019** (three years), with two (2) one-year options to renew, upon mutual consent.

INFORMATION AND INQUIRES

All requests for additional information or inquiries related to this proposal shall be directed to the Department of Public Services & Engineering (619) 522-7380 and/or Cecilia Lyon via email at cecilia@coronado.ca.us.

EXHIBIT A
REQUEST FOR PROPOSAL TERMS AND CONDITIONS

1. Right to Reject Proposals:

- a. The City retains the right to reject any and all proposals, to waive any specifications (both City's and written proposed specifications from proposing parties) and any informality or irregularity, and to sit and act as sole judge of the merit and qualifications of each product/service offered. Proposing party's past performance and the City's assurance that each proposing party would provide the requirements of the scope of work/specifications as proposed will be taken in to consideration when proposals are being evaluated. The City reserves the right to reject any proposals that have the potential for conflict of interest.
- b. Proposing parties agree to honor said proposal for a period of ONE HUNDRED EIGHTY (180) DAYS from proposal closing date. Acceptance of the proposing party's proposal by the City, during the period that the proposals shall remain valid, shall bind the proposing party to perform the Services in compliance with the terms set forth herein for the period stated in the proposal.
- c. Failure to provide all information required in this RFP may result in the proposal being rejected as incomplete and non-responsive. All prices, terms, availability and any other conditions must be complete and in written form.
- d. This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. At this time there is no commitment on the part of the City to award a contract for Services. The City will retain all proposals submitted in response to this request.

2. Proposal Evaluation:

- a. All proposals received shall be evaluated with the emphasis placed on the proposing party's ability to meet the City's requirements, the responsiveness of the proposals and the evaluation criteria outlined in the RFP. Other factors such as ability to meet deadlines, quality of work performed in the past and general competence of the proposing party shall be carefully scrutinized. Cost will be evaluated in relation to the other qualified proposing parties. The City need not select the lowest cost proposal, but may choose according to what is in the best interest of the City.
- b. It should be noted that this is a competitive sealed proposal and not a competitive sealed bid. When proposals are opened, prices and other proposal information will not be made public until the proposal is awarded. There shall be no disclosure of any proposing party's information to competing proposing parties prior to the awarding of the Contract. At that time, the executed contract will become public information. Accordingly, each proposal should be submitted on the contractor's most favorable terms from a price and technical standpoint.

3. Default:

- a. If the proposing party to whom the award is made fails to enter into a contract as herein provided, the award will be annulled and an award may be made to the next responsible proposing party, and such proposing party shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made. The notice inviting proposals, special provisions and specifications shall be considered as incorporated in the contract.
- b. Upon award of Contract, the following default clause shall apply: In case of default by the proposing party, the City may procure the item(s) proposed from other sources and may deduct from any monies due, or that may after become due to the contractor, the difference between the price named in the proposal and/or purchase order and actual cost thereof to the City. Price paid by the City shall be considered the prevailing market price at the time such purchase is made.

4. Sales Tax: The City pays State of California sales tax. The City is exempt from Federal excise tax and shall furnish such tax exemption certificates as may be required.

5. Work Performance:

- a. All work shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including sub-contractors, will be considered as employees of the contractor. The contractor will be held responsible for their work. The City will deal directly with and make all payments to the prime contractor.

- b. The subcontracting of any or all of the work to be done will in no way relieve the contractor of any part of responsibilities under the Contract.
 - c. Periods of performance may be extended if the facts, as to the cause of delay, justify such extension in the opinion of the Director.
6. **Licenses.** The contractor's personnel shall furnish to the City a copy of their appropriate classed valid California Driver's License upon request by the City.
7. **Signing Agreements.** The City does not sign rental, lease or other agreements that may be requested by the successful proposing party. The City Professional Services Agreement is the contract document incorporating the specifications and terms and conditions of this RFP.
8. **Performance Bond.** Successful proposer shall execute and provide to the City, concurrently with the Agreement, a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Successful Proposer until it has been received and approved by the City.
9. **Payment Bond.** Successful proposer shall execute and provide to the City, concurrently with the Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in the Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Successful Proper until it has been received and approved by the City.
10. **Billings and Compensation:** Billings shall be submitted monthly, indicating locations and monthly rates, and shall be verified by the City Facilities/Fleet/Streets Supervisor or authorized representative. Payment for work shall be as agreed upon by the City and the contractor. In the event of disputes, the disputed invoice shall be submitted to the Director for review and decision. The determination of the Director shall be final.
11. **Standards of Performance:** Services shall be performed under the Contract in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. The contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, the contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, the contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the contractor's failure to comply with the standard of care provided for herein.

The selected contractor must also equip each employee performing services under this contract with a cell phone to allow the employee to effectively communicate with their base of operation and City staff.

12. **Recyclables:** Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the Contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling. Contractor shall submit a Construction & Demolition Recycling Plan Summary Report to the City annually. Weight tickets and written documentation of diversion must be attached to the Report. Final payment requests to the City will not be processed without recycling documentation.
13. **Personnel:** The contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the City or authorized representative, all work required under the Contract.

All contractual personnel shall be physically able to do their assigned work. The contractor and its employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible disruption to the public. The City or authorized representative may require the contractor to promptly remove

from the work site any employee deemed careless, uncooperative, incompetent, a threat to the adequate or timely completion of Services, a threat to the safety of persons or property, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City. Such an employee shall not be re-employed to perform any of the Services.

The contractor shall have competent employees on the job who are capable of discussing, with the City or authorized representatives, matters pertaining to this Contract. Adequate and competent supervision shall be provided for all work done by the contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the City or authorized representative.

All personnel shall be required to wear a uniform as deemed appropriate by the City or authorized representative. Each employee shall be required to carry, on his person, an identification card identifying employee as an employee of the contractor. All personnel changes or substitutes need to be reported to the City Facilities/Fleet/Streets Supervisor prior to work shift.

14. **Assignment:** The contractor shall not assign, sublet or lease any part or portion of this Contract without the prior written approval of the City.



DRAFT
AGREEMENT FOR CONTRACT SERVICES
SECURITY ALARMS, ACCESS CONTROLS, INTERCOM SYSTEMS, MONITORING
AND CAMERA SYSTEMS
[Insert Contract Number]

This AGREEMENT is made and entered into as of the date of execution by the City of Coronado, a municipal corporation, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR."

RECITALS

The CITY requires the services of a CONTRACTOR to provide all qualified and certified labor, materials, supervision, equipment, permits and licenses to complete the design, installation and maintenance of security alarms, access controls, intercom systems, monitoring and camera systems as well as all associated appurtenances in compliance with the manufacturers' guidelines throughout City facilities and yards as described in **ATTACHMENT A, SCOPE OF WORK**. The work to be performed by CONTRACTOR shall be referred to herein as the "PROJECT," or "DESCRIBED SERVICES."

On _____, 2016, the City Council for the CITY approved this AGREEMENT and authorized the City Manager to execute the form of this Agreement.

CONTRACTOR represents itself as possessing the necessary experience, skills and qualifications to provide the services required by the CITY. CONTRACTOR warrants and represents that it has the necessary staff to deliver the services within the time frame herein specified.

The Supervisor, Facilities/Fleet/Streets Divisions, Department of Public Services & Engineering, shall service as the CITY'S "CONTRACT OFFICER" for this Agreement, and shall have the authority to direct the CONTRACTOR, approve actions, request changes, and approve additional services. Any obligation of the CITY shall be the responsibility of the Project Coordinator.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1.0 TERM OF THE AGREEMENT

1.1 This AGREEMENT shall be effective beginning the day, month and year of the execution of this document by the CITY.

1.2 This AGREEMENT is a firm, fixed-price AGREEMENT, issued for three years with up to two one-year renewal options upon mutual consent. All tasks to be performed are completed, or this AGREEMENT is otherwise terminated. Prices shall remain firm for the first year of the AGREEMENT. Subsequent to the first year, the contract prices may be adjusted, but in no case more than the Consumer Price Index for the San Diego Region, per year.

1.4 This AGREEMENT may be terminated in accordance with the provisions contained in this AGREEMENT.

2.0 CONTRACTOR'S STANDARD PROPOSAL TERMS AND CONDITIONS (EXHIBIT A) AND SCOPE OF WORK (ATTACHMENT A)

2.1 CONTRACTOR shall provide the CITY with the services and documents described in Exhibit A, hereinafter referred to as "Standard Proposal Terms and Conditions," and Attachment A, hereinafter referred to as "Scope of Work," which are attached hereto and incorporated herein by this reference as though fully set forth herein.

2.2 CONTRACTOR shall perform all the tasks required to accomplish the Scope of Work in conformity with the applicable requirements of Federal, State and local laws in effect at the time that the scope of work is substantially completed by the CONTRACTOR.

- a. The CONTRACTOR is responsible for ensuring the professional quality, technical accuracy, and coordination of all services, equipment and documents furnished by the CONTRACTOR under this AGREEMENT.
- c. The CONTRACTOR shall, without additional compensation, correct or revise any services in the Scope of Work, which do not meet the foregoing professional responsibility standards.

2.3 During the term of this AGREEMENT, CONTRACTOR shall maintain professional certifications as required in order to properly comply with all applicable Federal, State and local laws. If the CONTRACTOR lacks such certification, this AGREEMENT is void and of no effect.

2.4 The CITY's review, approval or acceptance of, or payment for, the services required under this AGREEMENT shall not be construed to operate as a release or waiver of any rights of the CITY under this AGREEMENT or of any cause of action arising out of CONTRACTOR'S performance of this AGREEMENT, and CONTRACTOR is responsible to the CITY for all damages to the CITY caused by the CONTRACTOR'S performance of any of the services under this AGREEMENT.

2.5 Conflict of Interest and Political Reform Act Obligations if determined to be applicable - according to **ATTACHMENT E - CONFLICT OF INTEREST DETERMINATION**. CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the local Conflict of Interest Ordinance. The level of disclosure categories shall be set by the City and shall

reasonably relate to the SCOPE OF SERVICES provided by CONTRACTOR under this AGREEMENT.

3.0 FEE SCHEDULE (ATTACHMENT B)

3.1 CONTRACTOR is hired to render the Scope of Work. Any payments made to CONTRACTOR are full compensation for such services.

3.2 The amount of payment to CONTRACTOR for providing the SCOPE OF WORK is set forth in **FEE SCHEDULE ATTACHMENT B**, which is attached hereto and incorporated herein. No payment shall be allowed for any reimbursable expenses unless specifically described in **ATTACHMENT B**.

3.3 Payment for all undisputed portions of each invoice shall be made within 45 days from the date of the invoice.

4.0 CITY'S OBLIGATIONS

4.1 CITY shall provide information as to the requirements of the PROJECT, including budget limitations. The CITY shall provide or approve the schedule proposed by the CONTRACTOR.

4.2 CITY shall furnish the required information and services and shall render approvals and decisions expeditiously to allow the orderly progress of CONTRACTOR'S services.

5.0 SUBCONTRACTING

5.1 The name and location of the place of business of each SUBCONTRACTOR or SUBCONTRACTOR who CONTRACTOR will use to perform work or render service to the CONTRACTOR in performing this AGREEMENT is contained in **ATTACHMENT D**, which is attached hereto and incorporated herein, by this reference, as though fully set forth at length. No change to, or addition of, any SUBCONTRACTOR shall be made without the written approval of the CITY.

5.2 If CONTRACTOR subcontracts for any of the work to be performed under this AGREEMENT, CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of CONTRACTOR'S SUBCONTRACTORS and for the persons either directly or indirectly employed by the SUBCONTRACTORS, as CONTRACTOR is for the acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in the AGREEMENT shall create any contractual relationship between any SUBCONTRACTOR of CONTRACTOR and the CITY. In any dispute between the CONTRACTOR and its SUBCONTRACTOR, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONTRACTOR agrees to defend and indemnify the CITY as described in SECTION 13: INDEMNITY-HOLD HARMLESS of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

5.3 CONTRACTOR shall bind every SUBCONTRACTOR to the terms of the AGREEMENT applicable to CONTRACTOR'S work unless specifically noted to the contrary in the subcontract in question and approved in writing by the Contract Officer. All contracts entered into between the CONTRACTOR and its SUBCONTRACTOR shall also provide that each SUBCONTRACTOR shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONTRACTOR shall require the SUBCONTRACTOR to obtain, all policies described in SECTION 14: INSURANCE of this AGREEMENT in the amounts required by the CITY, which shall not be greater than the amounts required of the CONTRACTOR.

6.0 CHANGES TO THE SCOPE OF WORK

6.1 The CONTRACTOR shall not perform work in excess of the SCOPE OF WORK without the prior written approval of the CONTRACT OFFICER. All requests for extra work shall be by written Change Order submitted to the CONTRACT OFFICER and signed prior to the commencement of such work. Fees for additional work will be negotiated on a fixed fee basis.

6.2 The CITY may unilaterally reduce the scope of work to be performed by the CONTRACTOR. Upon doing so, CITY and CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a deductive change order.

7.0 ENTIRE AGREEMENT

7.1 This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

8.0 TERMINATION OF AGREEMENT

8.1 In the event of CONTRACTOR'S default of any covenant or condition hereof, including, but not limited to, failure to timely or diligently prosecute, deliver, or perform the DESCRIBED SERVICES, the CITY may immediately terminate this AGREEMENT for cause if CONTRACTOR fails to cure the default within ten (10) calendar days of receiving written notice of the default. Thereupon, CONTRACTOR shall immediately cease work and within five (5) working days: (1) assemble all documents owned by the CITY and in CONTRACTOR'S possession, and deliver said documents to the CITY; and (2) place all work in progress in a safe and protected condition. The Contract Officer shall make a determination of the percentage of work which CONTRACTOR has performed which is usable and of worth to the CITY. Based upon that finding, the Contract Officer shall determine any final payment due to CONTRACTOR.

8.2 This AGREEMENT may be terminated by the CITY, without cause, upon the giving of fifteen (15) days written notice to the CONTRACTOR. Prior to the fifteenth (15th) day following the giving of the notice, the CONTRACTOR shall assemble the completed work product to-date, and put same in order for proper filing and closing, and deliver said product to the CITY. The

CONTRACTOR shall be entitled to just and equitable compensation for any satisfactory work completed. The Contract Officer and CONTRACTOR shall endeavor to agree upon a percentage complete of the contracted work if fees are fixed, or an agreed dollar sum based on services performed, if hourly, and terms of payment for services and reimbursable expenses. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this AGREEMENT except as set forth herein.

9.0 OWNERSHIP OF WORK PRODUCTS

9.1 All work products (i.e., equipment, documents, data, studies, drawings, maps, models, photographs and reports) prepared by CONTRACTOR under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.

9.2. Contemporaneously with the transfer of such equipment or documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

10.0 STATUS OF CONTRACTOR

10.1 CONTRACTOR shall perform the services provided for herein in a manner of CONTRACTOR'S own choice, as an independent Contractor and in pursuit of CONTRACTOR'S independent calling, and not as an employee of the CITY. The CONTRACTOR has and shall retain the right to exercise full control and supervision of all persons assisting the CONTRACTOR in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. CONTRACTOR shall confer with the CITY at a mutually agreed frequency and inform the CITY of incremental work/progress as well as receive direction from the CITY. Neither CONTRACTOR nor CONTRACTOR'S employees shall be entitled in any manner to any employment benefits, including but not limited to, employer-paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the parties that neither CONTRACTOR nor its employees are to be considered employees of CITY, whether "common law" or otherwise, and CONTRACTOR shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees and agents.

11.0 ASSIGNMENT OF CONTRACT

11.1 This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR'S duties be delegated or sub-contracted, without the express written consent of the CITY.

12.0 COVENANT AGAINST CONTINGENT FEES

12.1 CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this AGREEMENT, and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability or, at the CITY's discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13.0 INDEMNITY - HOLD HARMLESS

13.1 To the extent permitted by law, CONTRACTOR, through its duly authorized representative, agrees that CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "CITY Indemnitees") shall have no liability to CONTRACTOR or any other person for, and CONTRACTOR shall indemnify, protect and hold harmless CITY Indemnitees from and against, any and all liabilities, claims, demands, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively "claims"), which arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, agents, and SUBCONTRACTORS in the performance of services under this AGREEMENT.

13.2 CONTRACTOR'S obligation herein does not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected and appointed boards, officials, officers, agents, employees and volunteers.

13.3 CONTRACTOR shall provide a defense to the CITY's Indemnitees, or at the CITY's option, reimburse the CITY's Indemnitees for all costs, attorneys' fees, expenses and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the CITY pursuant to this AGREEMENT.

13.4 This provision shall not be limited by any provision of insurance coverage the CONTRACTOR may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. This provision shall survive expiration or termination of this AGREEMENT.

14.0 INSURANCE

14.1 CONTRACTOR shall obtain and, during the term of this AGREEMENT, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance from an insurance company authorized to do business in the State of California in

insurable amounts of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. For professional liability insurance, the policy shall be on a claims made and in the aggregate basis. The insurance policies shall provide that the policies shall remain in full force during the life of the AGREEMENT, and shall not be canceled without thirty (30) days prior written notice to the CITY from the insurance company. Statements that the carrier “will endeavor” and “failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives,” will not be acceptable on insurance certificates.

14.2 The CITY, its officers, officials, employees, and representatives shall be named as additional insureds on the required general liability and automobile liability policies. All policies shall contain a provision stating that the CONTRACTOR’S policies are **primary** insurance and that insurance (including self-retention) of the CITY, or any named insured, shall not be called upon to contribute to any loss. This provision shall apply regardless of any language of the general liability and automobile liability policy maintained by the CONTRACTOR during the term of this AGREEMENT.

14.3 Before CONTRACTOR shall employ any person or persons in the performance of the AGREEMENT, CONTRACTOR shall procure a policy of workers’ compensation insurance as required by the Labor Code of the State of California, or shall obtain a certificate of self-insurance from the Department of Industrial Relations.

14.4 CONTRACTOR shall furnish certificates of said insurance and policy endorsements to the Contract Officer prior to commencement of work under this AGREEMENT. Failure by the Contract Officer to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the CITY. Failure on the part of CONTRACTOR to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may exercise any rights it has in law or equity including, but not limited to, terminating this AGREEMENT pursuant to Paragraph 8.1: TERMINATION OF AGREEMENT, above.

14.5 The CITY reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions or other relevant factors. The CONTRACTOR agrees to make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions or established by law or regulation binding upon either party to the contract or upon the underwriter of any such policy provisions). Upon request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

14.6 Any deductibles or self-insured retentions must be declared to, and approved by, the CITY. At the CITY’s option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

14.7 CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

15.0 DISPUTES

15.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address the dispute:

- a. If the dispute is not resolved informally, then within five (5) working days thereafter, the CONTRACTOR shall prepare a written position statement containing the party's full position and a recommended method of resolution and shall deliver the position statement to the Contract Officer.
- b. Within five (5) days of receipt of the position statement, the Contract Officer shall prepare a response statement containing the responding party's full position and a recommended method of resolution.
- c. After the exchange of statements, if the dispute is not thereafter resolved, the CONTRACTOR and the Contract Officer shall deliver the statements to the City Manager for a determination.

15.2 If the dispute remains unresolved, and the parties have exhausted the procedures of this section, the parties may then seek resolution by mediation or such other remedies available to them by law.

16.0 GENERAL PROVISIONS

16.1 **Accounting Records.** CONTRACTOR shall keep records of the direct, reimbursable expenses pertaining to the DESCRIBED SERVICES and the records of all accounts between the CONTRACTOR and SUBCONTRACTORS. CONTRACTOR shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of three (3) years from the completion of the work.

16.2 **Contract Officer.** The Facilities/Fleet/Streets Supervisor, Department of Public Services & Engineering, shall serve as the CITY's "Contract Officer" for this AGREEMENT and has the authority to direct the CONTRACTOR, approve actions, request changes, and approve additional services within her/his authority. Any obligation of the CITY shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute resolution, no other party shall have any authority under this AGREEMENT, unless specifically delegated in writing.

16.3 **Governing Law.** 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 San Diego. CONTRACTOR hereby waives the

right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.

16.4 Business License. CONTRACTOR and its SUBCONTRACTORS are required to obtain and maintain a City of Coronado Business License during the duration of this AGREEMENT.

16.5 Drafting Ambiguities. The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

16.6 Conflicts between Terms. If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Attachments, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Attachments, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

16.7 Non-Discrimination. CONTRACTOR shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, any notices provided by CITY setting forth the provisions of this non-discrimination clause.

17.0 NOTICES

17.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail. For the purposes hereof, unless otherwise provided in writing by the parties hereto:

- a. The address of the CITY, and the proper person to receive any notice on the CITY'S behalf, is:

City of Coronado
Department of Public Services & Engineering

101 B Avenue
Coronado, CA 92118
Attn.: Clifford M. Maurer, PE CEM, Director
Tel. No. (619) 522-7380

b. The address of the CONTRACTOR, and the proper person to receive any notice on the CONTRACTOR'S behalf, is:

[Insert CONTRACTOR Name & Title]
[Street Address]
[City, State, Zip Code]
[Telephone No. () -]

18.0 PROFESSIONAL CONTRACTOR'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

18.1 CONTRACTOR certifies that CONTRACTOR is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 U.S.C. §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, SUBCONTRACTORS and CONTRACTORS that are included in this AGREEMENT.

19.0 ADDITIONAL PROVISIONS

19.1 **Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

19.2 **Responsibility for Others.** CONTRACTOR shall be responsible to the CITY for its services and the services of its SUBCONTRACTORS. CONTRACTOR shall not be responsible for the acts or omissions of other parties engaged by the CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

19.3 **Representation.** The CONTRACTOR is not authorized to represent the CITY, to act as the CITY's agent or to bind the CITY to any contractual agreements whatsoever.

19.4 **Third-Party Review of CONTRACTOR'S Work Product (Peer Review).** At the option of the CITY, a review of the CONTRACTOR'S work product may be performed by an independent expert chosen by the CITY. In such case, the CONTRACTOR agrees to confer and cooperate fully with the independent expert to allow a thorough review of the work product by the expert. Such review is intended to provide the CITY a peer review of the concepts, all pre-design documentation, methods, professional recommendations and other work product of the CONTRACTOR. The results of this review will be furnished to the CITY and shall serve to assist the CITY in its review of the CONTRACTOR'S deliverables under this AGREEMENT.

19.5 Periodic Reporting Requirements. The CONTRACTOR shall provide a written status report of the progress of the work on a monthly basis which shall accompany the CONTRACTOR'S payment invoice. The status report shall, at a minimum, report the work accomplished to date; describe any milestones accomplished; show and discuss the results on any testing or exploratory work; provide an update to the approved schedule (as set forth in Attachment B: Fee Schedule/General Information or, if no Attachment B, as approved by the Contract Officer), and if not in accordance with the original schedule, describe how the CONTRACTOR intends to get back on the original schedule; describe any problems or recommendations to increase the scope of the work; and provide any other information which may be requested by the CITY. The report is to be of a form and quality appropriate for submission to the City Council.

19.6 Brand or Trade Names. Specifications by brand or trade names are prohibited except: (1) when at least two are listed and "or equal" substitutions are permitted; or (2) when necessary to match existing items in use on a specific public improvement; or (3) when a unique or novel product application is required, or when only one brand or trade name is known. The specifications must allow at least thirty-five (35) days after award of the contract for submission of data substantiating a Contractor's request for substitution of an equal form.

19.7 Rights Cumulative. All rights, options, and remedies of the CITY contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the CITY shall have the right to pursue any one of all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this AGREEMENT.

19.8 Waiver. No waiver by either party of a breach by the other party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of either party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

19.9 Severability. In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either party will be excused from performance of such portion or portions of this AGREEMENT as shall be found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

19.10 Attachments/Exhibits Incorporated. All Attachments/Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

20. SIGNATURES

20.1 Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT.

CONTRACTOR:

By: _____
Name
Title

Date: _____

CITY:

By: _____
Blair King
City Manager

Date: _____

APPROVED AS TO CONTENT:

Clifford M. Maurer, PE CEM
Director of Public Services & Engineering Date

APPROVAL AS TO FORM:

Johanna N. Canlas, City Attorney Date

ATTEST:

Mary L. Clifford, CMC, City Clerk - Date

ATTACHMENTS:

- A – SCOPE OF WORK
- B – FEE SCHEDULE/GENERAL INFORMATION
- C – STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION
- D – LISTING OF SUBCONTRACTORS
- E – CONTRACTOR CONFLICT OF INTEREST DETERMINATION
- E-1 CONFLICT OF INTEREST SCOPE OF DISCLOSURE, (For use in preparing California Form 700)

ATTACHMENT A: SCOPE OF WORK
SECURITY ALARMS, ACCESS CONTROLS, INTERCOM SYSTEMS, MONITORING &
CAMERA SYSTEMS

GENERAL PROVISIONS

1. Contractor shall provide all qualified and certified labor, materials, supervision, equipment, permits, and licenses to complete the design, installation and maintenance of security alarms, access controls, intercom systems, monitoring and camera systems as well as all associated appurtenances in compliance with the manufacturers' guidelines throughout City facilities and yards. A list of the facilities and their locations are provided in this document in **SERVICE ADDRESSES**. Knowing the equipment locations, specifications and manufacturers' guidelines for service is the responsibility of Contractor.
2. Contractor shall carefully examine the sites of work. The execution of this Agreement by the Contractor shall be considered evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, the character and quality of the work to be performed and materials to be furnished, and the requirements of all documents referred to in this Agreement.
3. Contractor shall maintain compliance with the City of Coronado Municipal Code, Title 61, regarding storm water run-off system discharge regulations and requirements, California Regional Water Quality Control Board, San Diego Region Order No. R9-20013-0001 and National Pollutant Discharge Elimination System (NPDES) No. CAS0108758, as well as the Best Management Practices (BMPs) referred to in the City's Jurisdictional Urban Runoff Management Plan (JURMP), Section 7, Industrial and Commercial, subsection 7.3.3, Updated BMP Requirements. Examples of such BMPs are described in the https://www.coronado.ca.us/UserFiles/Servers/Server_746006/File/government/departments/public%20services/stormwater/pollution%20prevention/1204577013_306365.pdf hyperlink, "Clean Coastlines, City of Coronado, A Pollution Preventive Guide for the Business Community." Violations of any of the requirements may lead to a civil penalty up to \$10,000 per day, per violation.
4. Contractor performance shall present a professional image and a high standard of quality and technical competence at all times. Total responsibility for this is placed upon Contractor. If a conflict occurs between "Best Management Practice" and the specification, "Best Management Practice" shall prevail and the City shall be notified of any necessary changes to the specified operations/materials.
5. Contractor shall provide a baseline evaluation of units with a schedule for completion of upgrades within 30 days of Notice to Proceed.
6. Routine preventive maintenance services shall be provided by Contractor on all equipment and associated devices related to the security alarms, access controls, intercom systems, monitoring and camera systems at the SERVICE ADDRESSES specified within this document.
7. Authorization is required prior to performing any repairs outside of the routine service as defined in this contract. The Contractor shall notify the City Representative, and receive authorization prior to performing repairs.

REQUIRED SERVICES

1. The Contractor shall provide detailed information as to services performed and condition of each individual component in the service report. The Contractor shall inform the City Representative of any required repairs of these component items in the service report.
2. All work shall meet the requirements of the Federal, State, and local jurisdictions as well as the NEC, NFPA, EPA and other governing bodies.
3. Contractor shall coordinate and interface with all suppliers of materials and services needed to perform the work specified herein.
4. Contractor shall notify City Representative, in advance, within a minimum of 48 hours for the following reasons:
 - a) To gain access to City facilities or yard for scheduled maintenance; and,
 - b) To shut off the power at any City Facility (for example, in order to change the existing wiring and/or to install the security system, new feeders and/or branch circuits.)
5. Contractor shall notify City Representative if a problem requires immediate attention within two (2) hours of becoming aware of, or being notified of, the problem.
6. Contractor shall perform work in accordance with the specifications included in Attachment A
7. Contractor is responsible to provide any additional material or labor necessary to make the security alarms, access controls, intercom systems, monitoring and camera systems installation complete and operable, upon approval by City Representative.

GENERAL MAINTENANCE TASKS

1. Customer Support: Twenty-four (24)-hours a day, 365 days a year, support from both engineers and technicians.
2. Monthly and annual maintenance inspections. Equipment and programming adjustments during inspection. Annual assessment of business security requirements
3. This Agreement is a firm, fixed-price AGREEMENT, issued for three years (3) with up to two (2) one-year renewal options, upon mutual consent. All tasks to be performed are completed, or this AGREEMENT is otherwise terminated. Prices shall remain firm for the first year of the AGREEMENT. Subsequent to the first year, the contract prices may be adjusted, but in no case more than the Consumer Price Index for the San Diego Region, per year.
4. All work carried out on-site or remotely (for configuration management). Service engineer shall make a note of any system deficiencies and shall make recommendations to ensure a trouble-free operation.
5. Contractor shall use the City's two-factor authentication system via secure VPN to gain remote access to the camera, alarm, and access control systems. Remote administration of the systems specified in proposal shall function over secure VPN.

CONTRACTOR EMPLOYEES

1. Contractor's employees must successfully complete a criminal background check and provide two current passport-size photos prior to issuance of keys, security codes and/or access information for City facilities.
2. Contractor shall pay the Live Scan fee for each employee working within City facilities.
3. Contractor's employees shall be placed on "subsequent notification." This requirement allows the City to receive notification of any arrest subsequent to the Live Scan check.
4. Contractor will not issue, loan or otherwise allow the procurement of keys, access information, or access codes to anyone, including employees, without first receiving authorization from the City Representative, and without said employees first successfully completing the background check, Live Scan, and submitting said documentation to the City Representative.
5. Contractor shall not duplicate keys without first receiving written permission from the City Representative.
6. Contractor is responsible for retrieving all City security information from those employees no longer employed by Contractor, for whatever reason.
7. Contractor shall notify the City Representative of any Contractor employee whose employment has been terminated that has City security information or appurtenances.
8. Contractor is responsible for the cost of any re-keying, entry code or security code changes needed due to non-retrieval of this security information, keys or appurtenances from Contractor's past employees.
9. Contractor is responsible for their employee's actions on these sites.

FULL SYSTEM INSPECTION AND TESTING

1. Check whether City has experienced any problems with the system.
2. Visually inspect all major components (including cabling and connections where accessible) for signs of deterioration or damage, and rectify as necessary.

CAMERAS

1. Cameras shall be well connected and configured for maximum and optimal coverage. Angles shall be site appropriate. Lens zooming shall be in accordance with camera specifications.
2. Examine supporting brackets and towers for signs of corrosion and damage.
3. Check physical condition of cameras and housings for signs of deterioration due to rain, dust and dirt.
4. Check that field of view is correct.
5. Check that all camera bracket fittings and clamping bolts are tight.

6. Check that lenses are correctly focused.
7. Check operation of auto-iris lenses, as appropriate.
8. Clean housing windows, as necessary.
9. Check that washer bottles are full, refilling if necessary.
10. Check operation, blade condition and parking position of wiper unit, adjusting stop position, if necessary.
11. Check condition of pan/tilt unit, adjusting position of end stops and presets, where applicable.
12. Check operation of infrared units.

MONITORS

1. Check physical condition and cable connections.
2. Check operation of controls and adjust for best picture.

CONTROLS

1. Wiring is well shielded and protected. Visual inspection of all major components (including cabling and connections) for signs of deterioration or damage and rectify, as necessary.
2. Check physical condition and cable connections.
3. Check operation of switchers and multiplex controllers including external alarm interfaces, when fitted.
4. Check time/date settings and adjust, if necessary.

VIDEO/NVR DIGITAL VIDEO RECORDING DEVICES

1. The video recording and storage system shall be an approved system, equal or superior to, an Avigilon 5TB NVR, part # 5.0TB-HD-NVR-2.
2. NVR shall have redundant power supplies.
3. NVR shall be monitored regularly (Check for free hard drive storage, system errors, video loss, network connection failures and other system alerts.)
4. NVRs shall be well connected and configured for optimal recording experience. Configure motion based or continuous recording options. Data is recorded and stacked so that new data is never overwritten.
5. Cameras shall be equal or superior to Avigilon HD, and suitable for each location/application.

6. Check hours run indicator and recommend for removal for service, as appropriate.
7. Check condition and operation controls, as necessary.
8. Check time / date settings and adjust, accordingly.
9. The Integrated Security Management System (ISMS) shall function as an electronic access control system and shall integrate alarm monitoring, CCTV, digital video, ID badging and database management into a single platform. ISMS shall function as a one-stop gateway for all the access control needs. A modular and network-enabled architecture shall allow maximum versatility for tailoring secure and dependable access and alarm monitoring solutions.

ACCESS CONTROL SYSTEMS: MAINTENANCE AND INSTALLATION

1. Access Control Systems shall be an approved system, equal or superior to Amag Technology, and shall provide the necessary system performance characteristics, as specified in Attachment A herein.
2. For the purpose of this Request for Proposals, the access control systems will include maintenance of the existing access controls in those sites detailed in **SERVICE ADDRESSES**. The City reserves the right to increase or decrease the City Facilities, systems and equipment within those City Facilities upon award of contract.
3. All exterior and interior building doors may, as directed, be secured and locked/unlocked by the Access Control System.
4. All windows and/or window walls shall be protected with interior intrusion protection via motion sensors, placed at those locations that will provide maximum protection.
5. When completed, the access control and intrusion protection systems shall be fully compatible with each another allowing for a completely integrated system operation, when completed.
6. Up to 40 hours of group session and individual staff training will be provided by the contractor to the City the first year, with an additional 8 hours of training each subsequent year, during the course of this contract.
7. Unless otherwise noted below in **SERVICE ADDRESSES**, these City Facilities are interconnected by dedicated fiber optic.
8. Access controls may exist in the **SERVICE ADDRESSES** listed below. Most of the existing systems are not controlled by a centralized system at City Hall.
9. Access controls currently located at **SERVICE ADDRESSES** might not be Amag-compatible (or an approved equal). Contractor is responsible for identifying the equipment needs of the City in order to connect these City Facilities to new Amag (or approved equal) remote systems, provided by Contractor, at the locations identified in **SERVICE ADDRESSES**, to a centralized main Amag (or approved equal) and administrator at City Hall, 1825 Strand Way. Administrator duties may, at the discretion of the City Representative, also be assigned to an onsite administrator at each of the City Facilities.
10. System and equipment coverage shall include, but not be limited to, the following locations:

INTERCOM SYSTEM

The Police Services Department will have an intercom system installed in the near future. Once that system is installed, it shall be added to the Agreement Scope of Work as an Addendum and supported by the Contractor.

SECURITY ALARM SYSTEMS

Evaluate current security alarm systems and provide estimates for their repair and/or replacement when requested. Currently several City facilities (City Hall, Community Center and the Tennis Center) use DMP. If cost effective, the City would like to replace the DMP system for one that is standardized, interconnected and manageable from any City Facility.

SERVICE ADDRESSES

	City Facilities	Location	Approx. Sq. Ft.	Facility Contact
1	Boat House Club Room	1945 Strand Way	3,200	Orlando Valles (619) 522-2457 Ovalles@coronado.ca.us
2	City Hall	1825 Strand Way	17,974	Mary Clifford (619) 522 7339 Mclifford@coronado.ca.us
3	Community Center	1845 Strand Way	38,495	Orlando Valles (619) 522 2457 Ovalles@coronado.ca.us
4	Library	640 Orange Avenue	38,705	Elisabeth Skelly (619) 522 2475 EsKelly@coronado.ca.us
5	Bluewater Boat House	1701 Strand Way	5,348	Reginald Duquette (619) 522 7389 Rduquette@coronado.ca.us
6	Police Station	700 Orange Avenue	28,400	Jesus Ochoa (619) 522 7372 Jochoa@coronado.ca.us
7	Tennis Center	1501 Glorietta Blvd.	2,747	Phil Fitzgerald (619) 522-2446 Pfitzgerald@coronado.ca.us
8	Fire Station 36	1001 Sixth Street	11,000	Bill Toon (619) 522-7377 btoon@coronado.ca.us
9	Fire Station 37 (no fiber optics; Time Warner service.)	101 Grand Caribe Causeway	5,518	Bill Toon (619) 522-7377 btoon@coronado.ca.us
10	Lifeguard Tower	920 Ocean Blvd.	1,261	Sean Carey
11	Lifeguard Headquarters	900 Ocean Blvd.	2,574	(619) 522-7346 scarev@coronado.ca.us
12	Public Services Administration Building, Shops & HES	101 B Avenue	7,308 16,300 7,875	Reginald Duquette (619) 522-7389 rduquette@coronado.ca.us
13	Senior Center*not built	1019 Seventh Street	9,000	Roger Miller

				(619) 522- 2450 rmiller@coronado.ca.us
14	Glorietta Bay Marina	1715 Strand Way	2,911	John Smith jnsmith@californiayachtmarina.com
15	Golf Course Club House and Cart Barn (no fiber optics; Time Warner service.)	2000 Visalia Row	11,565	Phil Fitzgerald (619) 522-2446 Pfitzgerald@coronado.ca.us
	TOTAL		210,181	

ACCESS CONTROL SOFTWARE STANDARDIZATION

1. The City desires an Amag (or approved equal) remote system that can be connected to the main Amag system in City Hall, which is centrally supported by the City's Information Technology Division. This integration leverages existing technologies in place for employee authentication and authorization management.
2. Low cost of ownership, ease of management, robustness, and system reliability will be critical factors in the evaluation of proposals.

DOCUMENTATION

1. Contractor will provide City Representative a complete written report of work completed and the condition of the units and systems on an annual basis.
2. Upon completion of each facility's inspection, a written service report or service ticket shall be submitted to and signed by the **Facility Contact** (listed above) or City Representative.

PERFORMANCE SPECIFICATIONS:

1. **Scheduled Service**
These specifications are intended to cover all qualified and certified labor, materials, supervision, equipment, permits, and licenses to complete the design, installation and maintenance of security alarms, access controls, intercom systems, monitoring and camera systems as well as all associated appurtenances in compliance with the manufacturers' guidelines throughout City facilities and yards. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by Contractor as if described in the specifications.
2. **Contractor Shall**
 - a) Within seven (7) days after the effective date of the contract, prepare and submit a one (1) year calendar to the City Representative, showing specific day/date/time for which service will be provided. Schedule is subject to pre-approval by the City Representative.
 - b) Notify the **Facility Contact** and the City Representative prior to the scheduled day/date/time for which service cannot be provided to arrange an alternate date for performance.

- c) Provide a monitored emergency telephone service and Contractor response program to insure all 24-hour emergency call-out situations are adequately addressed seven (7) days per week, 365 days per year. Contractor shall have on-call employees available with the technical abilities needed for all equipment serviced. Automatic telephone answering/recording machines, or home telephone numbers are not acceptable.
- d) Provide emergency service within sixty (60) minutes, seven (7) days per week, 365 days per year, twenty-four (24) hours per day. The Contractor will be required to demonstrate this ability when requested by City staff.
- e) Failure to provide service as scheduled shall be deemed grounds for non-payment and/or contract termination.

3. Non-Scheduled/Extra Work Service

- a) Contractor shall evaluate the specific job and labor required upon arrival at the job site; develop an estimate at no cost to the City of the expected hours, materials and job cost; and advise the City Representative of cost prior to proceeding with the work. City reserves the right to accept or refuse Contractor's offer.
- b) Contractor shall proceed with work after receipt of written authorization by City Representative.

GENERAL REQUIREMENTS

1. Contractor, as well as any Subcontractor associated with Contractor, shall possess and maintain a current City of Coronado Business License.
2. The Contractor shall possess a current C-7 Contractor's License for Low Voltage Systems. Subcontractor shall possess those current contractor's licenses needed for the work performed under this Contract.
3. The Contractor is required to have a minimum of five (5) years in business performing commercial design, installation and maintenance of security alarms, access controls, intercom systems, monitoring and camera systems as well as all associated appurtenances.
4. The Contractor shall perform complete maintenance of mechanical components, digital network controls/components, design, installation and maintenance of security alarms, access controls, intercom systems, monitoring and camera systems and all associated appurtenances for all facilities locations as outlined in Paragraph 10 -SERVICE ADDRESSES above.
5. Contractor shall maintain all equipment in good working order at all times. Contractor shall assure that all equipment is maintained in a satisfactory condition and capable of providing the designed service with required system performance and reliability.
6. Contractor shall, during the course of the service Contract, advise and assist in the design of systems for City Facilities as needed and as determined by the City representative.
7. Contractor shall maintain compliance with the City of Coronado Municipal Code, Title 61, regarding storm water runoff system discharge regulations and requirements, and San Diego

Regional Water Quality Control Board (SDRWQCB) National Pollutant Discharge Elimination System (NPDES) Order No. 2013-0001. Compliance includes the implementation of practical methods, known as Best Management Practices (BMPs) which shall be used to protect the environment and to comply with regulatory requirements. Power washing and other wash water runoff shall be recovered and disposed of properly. Violations of any of these requirements may lead to a civil penalty of up to \$10,000 per day, per violation.

8. Contractor shall annually provide, at no additional cost, training to Contractor's employees, City Facilities staff and Subcontractors in safe operation of equipment, software, chemicals and Best Management Practices (BMPs). Contactor shall also provide to City, documentation of this training on an annual basis.
9. The Contractor is required to provide uniformed service personnel. The Contractor's staff will be required to work in a semi-autonomous manner. The Contractor's staff will be required to interact in a businesslike and professional manner with City staff and members of the public. The proper uniform includes, but is not limited to:
 - a) Safety Equipment: All employees shall have the proper safety devices in place.
 - b) Shoes: Safety leather boots or shoes in good condition. No sandals or tennis shoes shall be worn on the job. In the event that tennis shoes or sandals are worn, City may suspend work for that day without pay.
 - c) Shirts: All workers shall wear shirts with long or shorts sleeves with the maintenance company name or identifying marks.
10. The preventive maintenance and the responsibility of the Contractor shall not be limited only to those major pieces of equipment as shown on the equipment list, but shall also include all appurtenant devices and systems that are related to the heating, ventilating and air conditioning systems.
11. This specification covers only that equipment as listed herein, and in the event the system is altered, modified, changed or if any equipment is added or not included in this specification, then that portion shall be added or deleted as required and shall be in accordance with this specification.
12. Payment for all work outside the scope of scheduled preventive maintenance begins when the technician reaches the facility and ends when the technician completes the required service work. No portal-to-portal pay or fuel surcharges will be invoiced as part of any work included in this contract or resulting repairs. The City shall provide unimpeded access to all devices to be serviced by the Contractor.
13. The Contractor shall not be held responsible for equipment malfunction or damage should access to equipment or the inability to start and stop primary equipment incidental to the operation of the mechanical system be denied or not provided.
14. Contractor shall provide safe access and egress for City of Coronado employees or members of the general public. Contractor agrees to be responsible for providing any equipment necessary to prevent unauthorized access to work areas including common public areas.

15. Contractor shall abide by all applicable laws.
16. Contractor shall report all employee injuries, or any other injuries, that occurred at the **SERVICE ADDRESSES** or other City offices/facilities listed in this Contract to the City Representative, in writing, within 24 hours of incident.
17. When performing any exterior work, Contractor shall conform to the City of Coronado's noise ordinance.

GENERAL CONDITIONS

1. All work shall be subject to inspection and approval by the City Representative or his/her designee at the site prior to acceptance and approval for payment.
2. Workers shall be courteous to the public and City staff utilizing the facilities, and shall be responsive only to the request of the City Representative, and shall direct all inquiries or requests to the City Representative. Exception: If the specific request involves public safety or security of the specific facility, Contractor shall immediately comply with the request.

TERMS AND CONDITIONS

1. **PAYMENT:** Payment shall be net 30 days after receipt of an invoice subject to routine processing requirements. The responsibility for providing an acceptable invoice rests on the Contractor.
2. **INVOICING:** Invoices shall be submitted no sooner than the first day of the following service month. Contractor shall mail an invoice to the following address:

Accounting Technician
City of Coronado
Department of Public Services & Engineering
101 B Avenue
Coronado, California 92118

Invoices are subject to the routine processing requirements of the City's Department of Administrative Services.

3. **AUTHORIZED WORK:** Payment shall only be made to the Contractor for work authorized by this Contract or approved by the City Representative.
4. **DEFAULT:** In case of default by Contractor, the City may procure the service from other sources and may deduct cost from unpaid balance due Contractor. The prices paid by City shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under law.
5. **FORCE MAJEURE:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, labor dispute or other cause beyond Contractor's reasonable control, provided the Contractor gives written notice of the cause of the delay to City within ten (10) calendar days of the start of the delay, and

contingent upon Contractor resuming work immediately once the stated act has been removed.

6. **CHANGE OF OWNERSHIP:** Contractor agrees that if there is a change in ownership prior to completion of this Contract, the new owners will be required under the terms of the sale to assume this Contract and complete it to the satisfaction of the City. The City reserves the right to approve a change in ownership.
7. **NON-DISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post any notices provided by City setting forth the provisions of this non-discrimination clause in conspicuous places available to employees and applicants for employment.
8. **CONTRACTOR WORK HOURS AND SAFETY STANDARDS**
Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with Federal, State, and local safety and health regulations and laws. Equipment operation will be in compliance with the City noise ordinance.
9. **MATERIAL SAFETY DATA SHEETS**
Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for hazardous substances as required by the California State Labor Code, sections 6382 and 6390, and the Health and Safety Code of the California Administrative Code. MSDS Sheets for each item shall be sent to:

Management Analyst
City of Coronado
Department of Public Services & Engineering
101 B Avenue
Coronado, California 92118
10. **PATENT/COPYRIGHT MATERIALS:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patent or copyrighted materials in the performance of this Contract.
11. **DECLARED EMERGENCY PURCHASING:** In the event of an emergency, or where the City is declared a Disaster Area by the County, State or Federal Government, this Contract may be subjected to unusual usage. Contractor shall service the City during an emergency or declared disaster under the same terms and conditions that apply during non-disaster circumstances. The pricing quoted within shall apply to servicing the City's needs, regardless of the circumstances.
12. **GOVERNING LAW:** This Contract shall be governed according to the laws of the State of California.

13. **ATTORNEY'S FEES:** In the event that one party incurs expenses, including attorney's fees and costs, in enforcing the provisions of this Contract, such party shall be entitled to recover from the other party reimbursement for those costs including reasonable attorney's fees.

14. **TERMS AND CONDITIONS:** The only terms and conditions that will be applicable to the interpretation of this Contract are those used by the Contract Officer, Department of Public Services & Engineering, of the City of Coronado. The Contractor acknowledges that he has read and agrees to all terms and conditions.

**ATTACHMENT B
FEE SCHEDULE/GENERAL INFORMATION**

PAYMENT FOR SERVICES: Payments to the CONTRACTOR for the DESCRIBED SERVICES shall be made in the form of monthly payments. All invoices submitted by the CONTRACTOR shall show an hourly reconciliation of time spent. The original invoice shall be provided for any subcontracted services. Normal processing time for payments, upon receipt of invoice, is 30 days.

PRICE QUOTES

Labor, Hourly Rate During Regular Working Hours (M-F 8am-5pm)	\$
Labor, Hourly Rate Outside of Regular Working Hours	\$
Guaranteed % Mark-Up on Material Costs	%

The following 16 areas comprise the Base BID upon which the contract award will be determined. Provide the monthly pricing for alarm monitoring, camera systems and access controls for the following City Facilities. One exception is #16 North Beach Restrooms requires pricing for camera systems ONLY.

MONTHLY PRICING				
	CITY FACILITY	Alarm Monitoring	Camera Systems	Access Controls
1	Boat House Club Room	\$	\$	\$
2	City Hall	\$	\$	\$
3	Community Center	\$	\$	\$
4	Library	\$	\$	\$
5	Bluewater Boat House	\$	\$	\$
6	Police Station	\$	\$	\$
7	Tennis Center	\$	\$	\$
8	Fire Station 36	\$	\$	\$
9	Fire Station 37 (No dedicated fiber optics; serviced by Time Warner)	\$	\$	\$
10	Lifeguard Tower	\$	\$	\$
11	Lifeguard Headquarters	\$	\$	\$
12	Public Svcs Admin & HES Bldg. & Shops	\$	\$	\$
13	Senior Center* (Currently Under Construction)	Not Applicable	Not Applicable	Not Applicable
14	Glorietta Bay Marina	\$	\$	\$
15	Golf Course Club House & Cart Barn: (No dedicated fiber optics; Time Warner services)	\$	\$	\$
16	North Beach Restroom	Not Applicable	\$	Not Applicable
TOTAL MONTHLY BILLING		\$	\$	\$

GENERAL INFORMATION

CONTRACTORS **must** submit the following information with their written quotations:

Length of time your firm has been in business:

Type and number of business license(s):

Your Federal Tax number:

Name and phone number of Service Manager:

Phone number to place service calls:

Regular business hours:

Customer service problems/questions should be referred to:

Accounts Payable problems/questions should be referred to:

In the event of Emergency or a Declared Disaster, the following information is required:

Contact information outside of regular (M-F; 8:00 a.m.-5:00 p.m.) working hours:

Non-business hours:

Phone number:

Has your company ever received a citation for a violation of environmental law(s)? If "Yes," please explain the specific violation(s) and if/how it was resolved:

Has your company every had a claim filed against it for any reason? If "Yes", please explain the specific claim and if/how it was resolved:

Description of Equipment:

Describe what, if any, experience your company has had working for a municipal government:

IV. SIGNATURE OF BIDDER:

This document is signed by an individual clearly authorized to bind the BIDDER.

BIDDER:

Please print

ADDRESS:

PHONE:

By
SIGNATURE

DATE

TITLE Please print

**ATTACHMENT C
STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION**

In submitting this Proposal, the Contractor represents that Contractor has a demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the proposed contract in a manner that is satisfactory to the City. The Contractor represents that Contractor's financial resources, surety and insurance experience, equipment experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all demonstrate that the Proposer is capable of performing the proposed Agreement and has a demonstrated capacity to deal fairly and effectively with, and to satisfy a public agency. In support of these representations, Contractor shall submit the following:

1. Three letters of recommendation and/or names, addresses and phone numbers for three existing or past clients;
2. A listing, title and brief status summary of any lawsuits involving the Contractor during the preceding ten years;
3. A personnel flow chart/list identifying staff members and their qualifications;
4. Current and anticipated projects that Contractor will be expending effort upon in the State of California during the performance of the proposed agreement.
5. A list of all public contracts performed by Contractor during the preceding five years that identifies the governmental agencies involved; and
6. Such other documents that the Contractor deems necessary to support Contractor's proposal.

This document is signed by an individual clearly authorized to bind the Contractor.

Contractor: _____
Please Print

Address: _____

Phone: _____

By _____
SIGNATURE DATE

_____ TITLE: Please Print

**ATTACHMENT D
LIST OF SUBCONTRACTORS**

Listed below are any and all Subcontractors, including their contact name and phone number, which the CONTRACTOR plans to employ under this Agreement. No change is allowed without the prior approval of the Contract Officer.

SUBCONTRACTOR

ATTACHMENT E
CONFLICT OF INTEREST DETERMINATION

CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. CONTRACTOR represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the City.

“CONTRACTOR¹” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
6. Grant City approval to a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

(B) Serves in a staff capacity with the City, and in that capacity, participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- 1. CONTRACTOR/CONTRACTOR will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above.
No disclosure required.
- 2. CONTRACTOR/CONTRACTOR will be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. As a result, CONTRACTOR/CONTRACTOR shall file, with the City Clerk of the City of Coronado in a timely manner as required by law, a Statement of

¹ The City’s Conflict of Interest Code and the Political Reform Act refer to “CONTRACTORS,” not “Contractors.” The City’s professional services agreements might refer to the hired professional as a “Contractor,” not a “CONTRACTOR,” in which case the Conflict of Interest Code may still apply. The Conflict of Interest Code, however, does not cover public works Contractors.

Economic Interest (Form 700) as required by the City of Coronado Conflict of Interest Code, and the Fair Political Practices Commission, to meet the requirements of the Political Reform Act. *

Signature _____ Date _____
Name _____ Department _____
City Attorney Approval of Determination _____
City Manager Approval of Determination _____

*The CONTRACTOR's disclosure of investments, real property, income, loans, business positions and gifts, shall be limited to those reasonably related to the project for which CONTRACTOR has been hired by the CITY. The scope of disclosure for CONTRACTOR is attached hereto as Attachment E-1.

ATTACHMENT E-1
CONFLICT OF INTEREST SCOPE OF DISCLOSURE
(For use in preparing California Form 700)

Investments: “Investment” means a financial interest in any business entity engaged in the business of access controls, alarms, monitoring and camera systems.

Real Property: “Real property” interests are limited to real property in the City of Coronado, wherever located.

Sources of Income: “Sources of income” means income (including loans, business positions, and gifts) of the CONTRACTOR, or the CONTRACTOR’s spouse or domestic partner in excess of \$500 or more during the reporting period from sources that are business entities engaged in the business of access controls, alarms, monitoring and camera systems.