

CITY OF COLLEGE PARK, MARYLAND

Request for Bid Proposals

Maintenance Contract for Video Surveillance System

RFP CP-18-10

Bid Documents

Issued by:

City of College Park, Maryland
Department of Public Services
4500 Knox Road
College Park, MD 20740-3390
Telephone: 240-487-3570
FAX: 301-864-7965

RFP Issue Date:	Friday, May 11, 2018
Pre-proposal Meeting:	Friday, May 18, 2018, 2:00 p.m.
Proposal Due Date:	Friday, May 25, 2018, 2:00 p.m.

CITY OF COLLEGE PARK, MARYLAND
Request for Bid Proposals

Maintenance Contract for Video Surveillance System
RFP CP-18-10

The City of College Park, Maryland, requests sealed bid proposals from qualified and experienced professionals for the maintenance of the City's Video Surveillance System.

Bid proposals must be submitted, in full compliance with the requirements specified in the Bid Documents, in a sealed envelope addressed to the Director of Finance, City of College Park, Maryland, marked **Maintenance Contract for Video Surveillance System RFP CP-18-10**, and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740, no later than May 25, 2018, at 2:00 p.m. at which time the sealed bids will be opened and read publicly.

A pre-proposal meeting for interested bidders will be held on May 18, 2018 at 2:00 p.m. in the Council Chambers, College Park City Hall, 4500 Knox Road, College Park, Maryland. While attendance at the pre-proposal meeting is not mandatory, this is the potential bidder's opportunity to raise questions or issues of concern regarding the services required by the City.

Copies of the Bid Documents may be obtained from the Finance Department, 4500 Knox Road, College Park, Maryland 20740, Monday-Friday 8:00 a.m.-5:00 p.m. (telephone 240-487-3509) at no cost.

The City of College Park, Maryland is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, or political affiliation is expressly prohibited.

The City reserves the right to reject any and all proposals based on the best interests of the City. The contact person for this contract is Robert W. Ryan, Director of Public Services, telephone 240-487-3570; FAX 301-864-7965; e-mail: bryan@collegeparkmd.gov.

CITY OF COLLEGE PARK, MARYLAND
Request for Bid Proposals

Maintenance Contract for Video Surveillance System
RFP CP-18-10

BACKGROUND

The City of College Park (“City”) is located in the northwest portion of Prince George’s County, Maryland. The City encompasses approximately five square miles with an estimated population of 32,000. The University of Maryland College Park campus is located within the corporate limits of the City.

The City has installed 54 fixed (CCTV) and Pan/Tilt/Zoom (PTZ) cameras and 14 license plate recognition (LPR) cameras in selected areas of the City (“System”). Of these, 27 PTZ and 13 of the LPR cameras are monitored by the UMD Police. The remainder store data on a City server, or on-site and are accessible via the internet.

OVERVIEW OF REQUEST FOR BID PROPOSALS

The City requests sealed bid proposals from qualified and experienced professionals for the maintenance of its System for a five year period, beginning July 1, 2018 and ending June 30, 2023.

PROPOSED SCHEDULE

The anticipated schedule for this project is as follows:

CITY OF COLLEGE PARK PROCESS:

RFP issue date	Friday, May 11, 2018
Pre-proposal meeting (attendance not mandatory)	Friday, May 18, 2018
Proposal due date	Friday, May 25, 2018
Mayor and Council contract award	Tuesday, June 12, 2018
Contract execution	Monday, July 2, 2018

SCOPE OF WORK

A. Services

The successful bidder will be required to furnish all the material and perform all of the Services in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All Services shall be performed in accordance with all applicable electrical codes, and standards in the industry. The services to be provided by the successful bidder

are to provide maintenance of the System. The scope of work is more particularly described in the System Support and Maintenance, which is attached hereto and marked as **Attachment 1** and incorporated herein by reference (the "Services"). A listing of the equipment to be covered by the contract is attached as **Attachment 2**. Bidders are invited to conduct site visits to inventory existing equipment. Equipment may be added from time-to-time as the System is expanded. Further, the successful bidder will work with the City and the University of Maryland Police Department with respect to reported outages for components of the System, and provide reports with respect to the status of various work orders through the successful bidder's work order center as reasonably requested by the City. Work order requests will be accepted and processed 24/7/365 via email notification by either the City or the UMPD Security Operations Center or other designated police operations center.

B. Bidder's Recommendations

Bidders are encouraged to propose any add on alternates which would enhance the maintenance and monitoring of the security camera systems.

PROPOSAL SUBMISSION REQUIREMENTS

Proposal submissions will consist of a signed original and three copies stating the name, address, telephone number, FAX number and e-mail address of the person/firm making the submittal. Submittals should be enclosed in a sealed envelope, addressed to the Director of Finance, City of College Park, marked **Maintenance Contract for Video Surveillance System, RFP CP-18-10**, and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740, no later than **Friday, May 25, 2018 at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly.

Proposals will become the sole property of the City of College Park. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Sections of the submitted proposal marked "Confidential" will be respected as such by the City to the extent allowed by law.

Submission of a proposal indicates acceptance by the bidder of the conditions contained in this Request for Bid Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the engagement agreement between the City and the firm selected.

It is the obligation of the bidder to be aware of all factors relevant to the system which include, but are not limited to, the following:

1. Physical characteristics and conditions in the City

Proposals must provide the following information:

1. A completed "Information Regarding the Bidder" form.
2. All required Affidavits
3. Bid Proposal Form, to include total cost of maintenance for five years.
4. Timetable for the number of days to assess and inventory existing equipment

REVIEW OF QUALIFICATIONS AND EVALUATION CRITERIA

City staff will review all submissions for responsiveness to this RFP. Individuals, firms or teams will be given consideration. The review will consider the experience of the bidder, the experience of the individuals proposed to work on the project, responsiveness to the request for proposals, work on similar projects, project references and fee structure. The City may request additional information from bidders.

The City reserves the right to waive technicalities or irregularities in proposals and to reject any and all proposals or any part thereof. The City also reserves the right to award the contract to the bidder that the City, in its sole discretion, determines to best serve the public interest in the furtherance of its objectives.

SELECTION PROCESS

The City of College Park will review all submitted proposals and may request a verbal presentation from one or more selected bidders. Following proposal review, a staff recommendation will be made to Mayor and Council for contract award. Mayor and Council are expected to make contract award at a regular meeting in **June 2018**.

Following contract award and prior to commencement of work, an engagement agreement will be executed between the parties in a form substantially similar to the Sample Contractor Agreement attached and acceptable to the City Attorney. The engagement agreement will incorporate this Request for Bid Proposals and the submitted proposal by reference.

OTHER REQUIREMENTS AND INFORMATION

A. RFP Distribution

The City may distribute copies of this Request for Bid Proposals to firms that have requested copies and to other firms. Distribution to such firms does not imply pre-qualification of such firms.

B. Hold Harmless

The successful bidder shall indemnify and hold harmless the City of College Park, its officers, agents, servants and employees, from all suits, actions and damages or costs of every kind and description arising directly or indirectly out of the performance of the contract, including attorneys' fees, caused by actions or omissions on the part of the bidder, its agents, servants and employees.

C. Insurance

During the entire term of the engagement, the successful bidder shall maintain the following insurance coverage: comprehensive general liability insurance, automobile liability insurance and professional errors and omissions insurance with limits of not less than those set forth below. By submission of a proposal, bidder hereby certifies that they can comply with applicable requirements.

1. Comprehensive General Liability Insurance
 - a. Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate; and
 - b. Property damage liability insurance with limits of \$500,000 each occurrence/aggregate
2. Automobile Liability Coverage Automobile fleet insurance \$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate
3. Workers' Compensation.

Bidder shall comply with the requirements of the State of Maryland for the provision of workers' compensation insurance. By submission of a proposal, bidder hereby certifies that they are in compliance with applicable requirements.

All insurance shall include completed operations and contractual liability coverage. On each policy, with the exception of the workers compensation, the City of College Park shall be named as an additional insured with an additional insured endorsement. Provision of any insurance required herein does not relieve the successful bidder of any of the responsibilities or obligations assumed by the bidder in the engagement agreement, or for which bidder may be liable by law or otherwise.

The successful bidder will be required to maintain insurance, in these amounts, which will insure all activities undertaken on behalf of the City under the contract. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

D. Invoices

Invoices shall be submitted no more frequently than monthly, documenting hours worked and describing work performed.

E. Contact Person

The contact person for this project is Robert W. Ryan, Public Services Director, City of College Park, 4500 Knox Road, College Park, Maryland 20740, telephone 240-487-3570, FAX 301-864-7965, e-mail: bryan@collegeparkmd.gov. Questions concerning this Request for Bid Proposals should be directed to the named contact person.

F. Equal Opportunity Employer

The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, or political affiliation is expressly prohibited.

City of College Park
VIDEO SURVEILLANCE SYSTEM
SUPPORT AND MAINTENANCE SERVICES

Specific details of the hardware, software and services that shall be included in the support and maintenance contract.

A. Dedicated Staff:

- One Affiliate Field Engineer base in the D.C. Metro Area and available on-site within 24-hours.
- Monday – Friday, 8a-5p EST (Guaranteed response time of 8-hours)

B. Help Desk Support:

- Staff to monitor the status of all cameras as needed
- Daily remote audit of all cameras
- Case tracking
- Remote management (desktop, server, cameras)
- Field dispatch of local affiliate
- Review, duplication and coordination of all requests from the City or its designated operations centers for video and LPR data as needed for police/forensic investigations. Information shall be provided within 24-hours, or ASAP for active incidents.

C. Training:

- Quarterly as needed for operations center or city staff.

D. Multiple Support Options

- Phone: xxx-xxx-xxxx
- Email: johndoe@contractor.com
- Text: xxx-xxx-xxxx
- Web: “www.contractor.com”

E. Software Support

- Full software support on all systems and equipment
- Service releases when warranted
- Software logs.

F. Hardware Support

- Hardware logs.
- All components determined to be faulty in the field shall be sent back for depot repair. If it is determined that it cannot be repaired, or the replacement is less expensive, then the City will be quoted for the replacement part.
- The Contractor or its affiliates shall maintain an inventory of replacement equipment and parts available on-site within 48-hours.

6. Project Title: Lakeland/Baltimore Avenue

Cameras: 3-PTZ 2- LPR
Comments: An extension of the off-campus system monitored by UMPD-SOC at an annual cost to the City.
Status: Installation complete. Cameras active.

7. Project Title: Trolley Trail, and Davis Field

Cameras: 6-PTZ 1- LPR
Costs **Funding Source**
Comments: Data to be stored on-site and accessible to police agencies via the Internet.
Status: PEPCO work complete; connected to power 11/2015. Data is immediately stored on-site; made accessible to police agencies via Internet 01/01/16.

**CITY OF COLLEGE PARK, MARYLAND
BID PROPOSAL FORM (2 PAGES)**

Maintenance Contract for Video Surveillance Systems Project – RFP-CP-18-10

CITY OF COLLEGE PARK
Finance Department
4500 Knox Road
College Park, MD 20740

BID DUE DATE: May 25, 2018
TIME: 2:00 p.m.

(Name of Bidder)

hereby submits the following proposal for **Maintenance Contract for Video Surveillance Systems Project – RFP-CP-18-10**. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the proposed Contract and **addenda numbered** _____ (complete if any addenda were issued, or enter “None”), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required for the entire work, all in strict accordance with the Contract Documents, for the stipulated sum of:

Maintenance of Video Surveillance System – Not to Exceed

(Written)

\$ _____
(Figures)

Listing of Personnel Performing the Contract Work and Hourly Billing Rates

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a time period of one hundred eighty (180) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation.
- C. In submitting this bid, the Bidder certifies that the Bidder:
 - 1. Currently complies with the conditions of §69-6 “Equal Benefits” of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
 - 2. Will comply with the conditions of §69-6 at time of contract award; or
 - 3. Is not required to comply with the conditions of §69-6 because of allowable exemption.
- D. In submitting this bid, the Bidder certifies that the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

Name of Bidder: _____

Name of individual authorized to bind the Bidder: _____

Signature: _____

Federal ID Number: _____

Date: _____

TO BE SUBMITTED WITH BID

INFORMATION REGARDING THE BIDDER

(This information may be submitted in a substitute format if responses correspond to question numbers.)

1. Name of Bidder: _____
(Individual/Firm/Corporation)

Bidder's Business Address: _____

Contact Person: _____

Telephone Number: (_____) _____

FAX Number: (_____) _____

E-mail Address: _____

Federal ID Number (EIN): _____

2. Is the business incorporated? _____ Yes _____ No

Non-Corporate Business

3. If response to question #2 above is "No", list the name and business address of each individual having a ten percent (10%) or greater financial interest in the business.

<u>Name</u>	<u>Business Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

Corporate Business Entity Please answer questions 4 and 5

4. List the names of all officers of the corporation, their business addresses and the date of which they assumed their respective offices.

<u>Name</u>	<u>Office</u>	<u>Business Address</u>	<u>Date Office Assumed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. List the names of all members of the current Board of Directors, and their business addresses.

Name

Business Address

6. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the bid work and in which your recommendations are being used to manage a Video Surveillance System.

For Whom Performed

Contract
Amount

Date Com-
pleted

Contact's Name and
Telephone Number

7. Bidder must answer the following questions: (The word "you" refers to an individual, partnership, partner and/or corporation and its officers.)

- a. Have you ever failed to complete any contract awarded to you? Yes No

If yes, state where and why. _____

- b. Have you ever been affiliated with an organization that failed to complete a contract?

Yes No

If yes, state name of organization and circumstances. _____

- c. With what other businesses are you affiliated? _____

- d. Please list all persons who will supervise the work on this contract? _____

- e. Identify all personnel who will be employed to perform the work described in the Contract Documents and list each person's hourly rate.

- f. Please provide at least three references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each. _____

- g. Identify all subcontractors that you intend to use in performing work under this Contract, and specify the work each is expected to perform.

Dated this _____ day of _____, 2018

Name of Bidder

By: _____

Printed Name: _____

Title: _____

TO BE SUBMITTED WITH BID

NON-COLLUSION AFFIDAVIT

_____, being duly sworn on oath, deposes and says:

That he/she is the _____
(Owner, Partner, Title if on behalf of a Corporation)

of _____,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf, agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

_____(SEAL)
To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation

TO BE SUBMITTED WITH BID

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

- (1) I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- (2) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
- (3) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State of federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
- (4) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
- (5) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle
- (6) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
- (7) State “none” below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

Date

Signature

Printed Name: _____

SAMPLE CONTRACTOR AGREEMENT

THIS CONTRACTOR'S AGREEMENT (the "Agreement") is effective as of this _____ day of _____, 2018, by and between the CITY OF COLLEGE PARK (the "City"), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, MD 20740 and _____, hereinafter referred to as "Contractor," whose address is _____.

WHEREAS, the City owns software and hardware, including but not limited to digital video surveillance solutions, System video management software, surveillance and wireless infrastructure, equipment, such as CCTV and LPR, and signal transmission equipment and supports services related to the same; and

WHEREAS, there is now in place in the City a wireless video System ("System"), including closed circuit ("CCTV"), pan-tilt zoom ("PTZ") or fixed cameras and license plate readers ("LPR"); and

WHEREAS, the City purchased and installed the equipment provided for in the System, and the initial warranty and maintenance contract for most components has now expired; and

WHEREAS, the City desires to make provision for support and maintenance for the components of the System that are no longer under warranty, and to add components in the future as each respective warranty period ends; and

WHEREAS, the City desires that Contractor provide such services; and

WHEREAS, the Contractor has agreed to provide services to support and maintain the System.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment. The City hereby engages Contractor, as an independent licensed contractor and not as an agent or employee of the City, to provide support and maintenance for the City's System, which currently consists of 54 CCTV PTZ or fixed focus cameras and 14 LPR's, and which may be expanded to include additional cameras and LPR's, and Contractor hereby accepts such work, subject to the terms and provisions of this Agreement.

2. Scope of Services. Pursuant to this Agreement, the Contractor agrees to furnish all the material and perform all of the Services (as defined below) in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All Services shall be performed in accordance with all applicable electrical codes, and standards in the industry. The services to be provided by Contractor pursuant to this Agreement are referenced in the Contractor's Proposal for which is attached hereto and marked as Attachment 1 and incorporated herein by reference (the "Services").

The services to be provided under this Agreement shall include, without limitation, the following:

G. Dedicated Staff:

- One Affiliate Field Engineer base in the D.C. Metro Area and available on-site within 24-hours.
- Monday – Friday, 8a-5p EST (Guaranteed response time of 8-hours)

H. Help Desk Support:

- Staff to monitor the status of all cameras as needed
- Daily remote audit of all cameras
- Case tracking
- Remote management (desktop, server, cameras)
- Field dispatch of local affiliate
- Review, duplication and coordination of all requests from the City or its designated operations centers for video and LPR data as needed for police/forensic investigations. Information shall be provided within 24-hours, or ASAP for active incidents.

I. Training:

- Quarterly as needed for operations center or city staff.

J. Multiple Support Options

- Phone: xxx-xxx-xxxx
- Email: johndoe@contractor.com
- Text: xxx-xxx-xxxx
- Web: “www.contractor.com”

K. Software Support

- Full software support on all systems and equipment
- Service releases when warranted
- Software logs.

L. Hardware Support

- Hardware logs.
- All components determined to be faulty in the field shall be sent back for depot repair. If it is determined that it cannot be repaired, or the replacement is less expensive, then the City will be quoted for the replacement part.
- The Contractor or its affiliates shall maintain an inventory of replacement equipment and parts available on-site within 48-hours.

A listing of the equipment to be covered by this Agreement is attached as **Attachment 2**. Equipment may be added from time to time as the System is expanded. Further, Contractor agrees to work with the City and the University of Maryland Police Department with respect to reported outages for components of the System, and to provide reports with respect to the status of various work orders through the Contractor's work order center as reasonably requested by the City. Work order requests will be accepted and processed 24/7/365 via email notification by either the City of College Park or the UMPD Security Operations Center or other designated police operations center.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no liability or responsibility for (a) services required due to maintenance, changes or other alterations to the System or equipment not performed by Contractor or its personnel (b) unauthorized installation, moving, or removing of the System or equipment, options, attachments or cables, (c) replacement of parts, repair of damage or increase in service time to equipment resulting from fire, lightning, flood, wind, accident, theft, abuse, neglect, misuse, natural disaster, or any causes other than ordinary use for which the System and/or equipment were intended and ordinary wear and tear, (d) electrical work external to the System and/or equipment or maintenance of accessories, attachments or other devices not listed on Attachment 2, or (e) service or repair due to failure of electrical power, air conditioning or humidity control.

3. Term. The term of this Agreement is five years from commencement of the Services, unless terminated earlier in accordance with this Agreement. Services shall commence on July 1, 2018. It is understood by the parties hereto that time is of the essence in the completion of the Services under this Agreement.

4. Contract Price. The City agrees to pay the Contractor, as consideration for the Contractor's performance in satisfaction of all obligations under this Agreement, a not to exceed price of \$_____ for the term, as more particularly described in Attachment 1. The equipment to be maintained for this contract price is listed in Attachment 2.. Any service and labor charges not covered under the terms of this Agreement shall be charged by Contractor at the following rates: Monday - Friday \$_____00/hour; Saturday, Sunday & Holidays \$_____.00/hr. Hours billed after normal working hours (7am-6pm) will be billed at_____.

All incidental costs including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams, CAD's and photographs, are included in the contract price. Invoices for payment of Services not covered in this contract may be submitted on a monthly basis. In no event shall the amount billed by the Consultant exceed that amount attributed to the Services completed as of the date of the bill.

Additional services related to this project shall be provided by the Contractor on an as-needed basis as agreed by the parties in writing. Additional cameras and LPR's to be included under this Agreement are to be charged at the unit price contained in the Contractor's proposal with respect to such additional services.

5. Contract Documents. This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form this Agreement and are termed the "Contract Documents" and are binding upon the parties:

- A. Attachment 1 Contractor Proposal;
- B. Attachment 2 List of equipment;
- C. Certificate(s) of insurance;
- D. Required affidavits and certifications; and
- E. Request for Bid Proposals

In the event of any conflict or discrepancy in the contract documents, the terms of this Agreement shall prevail.

6. **Other Payments; Expenses; Taxes.** The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of Services pursuant to this Agreement, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the Services except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement the Contract Documents except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the contract price payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby. The City is a non-taxable entity.

7. **Insurance.** Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, with the exception of the workers compensation coverage, Contractor will name the City of College Park as an additional insured with an additional insured endorsement.

A. **Comprehensive General Liability Insurance**

(1) Personal injury liability insurance with a limit of \$1,000,000.00 each occurrence/aggregate;

(2) Property damage liability insurance with limits of \$1,000,000.00 each occurrence/aggregate. All insurance shall include completed operations and contractual liability coverage.

B. **Automobile Liability Coverage** Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; property damage \$500,000.00 for each occurrence/aggregate.

C. **Workers' Compensation Insurance.** Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000.00.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

8. Indemnification. The Contractor shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including reasonable attorney's fees, arising directly or indirectly out of the performance of this Agreement caused by the negligent act or omission, intentional wrongful acts, intentional misconduct or failure to perform with respect obligations under the Agreement on the part of the Contractor, its agents, servants, employees and subcontractors. The obligations of Contractor under this Section shall survive the expiration or termination of the Contract.

9. Licenses and Permits, Applicable Laws. Contractor will be responsible for obtaining any and all licenses and permits pertaining to performance of Services under this Agreement. All services and materials provided by Contractor shall conform to all applicable laws and regulations.

10. Materials and Standard of Work. All Services performed, and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All Services shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor.

11. Subcontracting. The Contractor may not subcontract any other Services required under this Agreement without the consent of the City (not to be unreasonably withheld, conditioned or delayed). If the Contractor wishes to subcontract any of the Services, it must provide subcontractor names, addresses, and telephone numbers and a description of the Services to be done. The Contractor is not relieved of primary responsibility for full and complete performance of any Services identified to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

12. Accurate Information. The Contractor certifies that all information provided in response to requests for information is materially true and correct. Any materially false or misleading information is grounds for the City to terminate this Agreement.

13. Errors in Specifications. The Contractor shall take no advantage of any error or omission in the specifications; provided, that in no event shall Contractor have any liability to the City under this Agreement to the extent Contractor complies with specifications provided by the City prior to notice of the error or omission. The City shall promptly make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14. Site of Services. At the option of the Contractor, and unless otherwise restricted by the applicable Scope of Services, the Services may be performed at Contractor's or its subcontractors' or agents' facilities, or as agreed to by the parties.

15. Contractor Staff. The parties are and shall be independent contractors to each other. Nothing herein shall be construed as creating an agency, joint venture or partnership among or between the parties. Contractor's employees are not, nor shall they be deemed, employees of City. City shall have no right to control the manner, means, or method by which Contractor and its employees perform the Services. Contractor shall determine which of its staff shall perform Services for City hereunder and shall have the sole right to reassign a staff person if such re-assignment does not interfere, in Contractor's sole judgment, with the Services required to be performed hereunder.

16. Confidentiality. The City acknowledges and agrees that all materials, documents and information including, without limitation, trade secrets, inventions, intellectual property rights, know-how and information relating to the technology, customers, potential customers, business plans, promotional and marketing activities, finances and other business affairs of Contractor are the exclusive property of Contractor and the City will have no rights, by license or otherwise, to disclose, exploit or use such information, intellectual property or technology, except as set forth in this Agreement. Notwithstanding the foregoing, the City may disclose Contractor's confidential information to the extent required by the Maryland Public Information Act or other applicable law. Contractor shall mark any information that it wishes to remain "confidential" or "proprietary" before providing the information to the City. In the event that, pursuant to the Maryland Public Information Act or other process, the City receives a request for information that has been so marked by Contractor, and the City agrees that the information may be exempt from disclosure under Maryland law, then the City will not disclose the information and will notify the Contractor of the request. Contractor's failure to so mark any information, document or other materials shall not deprive it of confidential status. Contractor agrees to keep confidential the capabilities, maintenance history and security plan for City cameras and LPR's.

17. Miscellaneous. Title and paragraph headings contained herein are for convenience only. These terms and conditions shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. Neither party may assign any of its rights or obligations hereunder without the written consent of the other party. Notwithstanding anything herein to the contrary, Contractor may assign any of its rights hereunder in connection with financing provided by a commercial lender. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

18. Injury to Property. In case of any direct or indirect damage done to public or private property resulting from the negligence or intentional misconduct on the part of the Contractor, its agents, servants or employees, the Contractor shall, at its own cost and expense, restore such property to a condition similar or equal to that existing before such damage was done. In case of failure on the part of the Contractor to so restore such property or properties, the cost of such restorations shall be deducted from any monies due or to become due the Contractor under the contract, or the City may deduct from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager, to reimburse the owners of the property so damaged. This remedy shall be in addition to, and not in place of, any other remedy allowed by law. In no event

shall Contractor be responsible for any direct or indirect damage done to public or private property to the extent caused by any party other than Contractor, its agents, servants or employees.

19. Construction and Legal Effect. This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

20. Relief. The Contractor recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Contractor consents to the City's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Contractor.

21. Termination for Default. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Contractor to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. Upon the happening of such a breach, the City may terminate this Agreement. Either party may terminate this Agreement following the breach of a material term of this Agreement by the other party which breach has not been cured by the thirtieth (30th) day following written notice of such breach to the breaching party, without prejudice to any rights accrued prior to such termination. This provision shall not limit either party in exercising any other rights or remedies it may have.

22. Termination for Convenience. The performance of Services under this Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination and in no event will the City be liable for loss of profit on services not performed.

23. Notices. All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

To the City:
Scott Somers, City Manager
4500 Knox Road
College Park, MD 20740

To the Contractor:
XXXXXX
XXXXXX
XXXXXX

24. Costs. In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach.

25. Enforcement Provisions. The failure of the City or Contractor, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

26. Governing Law. This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

27. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

28. Set-Off. In the event that Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Contractor against any compensation due the Contractor from the City.

29. Non-Discrimination.
The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited. B. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

30. Equal Benefits.

A. Contractor must comply with the applicable provisions of § 69-6 of the City Code. The Contractor shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Contractor shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section.

C. The failure of the Contractor to comply with § 69-6 of the City Code will be deemed to be a material breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

WITNESS

By: _____
Contractor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Suellen M. Ferguson,