

CITY OF RANCHO MIRAGE

**69825 HIGHWAY 111
RANCHO MIRAGE, CA 92270
(760) 770-3224**

**REQUEST FOR PROPOSALS
FOR
VERKADA CAMERA EQUIPMENT**

**ISSUED:
DECEMBER 15, 2022**

TABLE OF CONTENTS

ANNOUNCEMENT.....	1
PROPOSALS/OFFER SUBMITTAL	1
SPECIFICATIONS	1
GENERAL INSTRUCTIONS FOR SUBMITTAL.....	2
PROPOSAL FORMAT AND CONTENT.....	3
PROPOSAL EVALUATION AND CONTRACT AWARD	4
EXHIBIT "A" (AGREEMENT FORM).....	6

CITY OF RANCHO MIRAGE
REQUEST FOR PROPOSALS
FOR
VERKADA CAMERA EQUIPMENT

ANNOUNCEMENT:

The City of Rancho Mirage (“City”) invites proposals from qualified, competent, knowledgeable, and experienced companies that will sell Verkada Camera Equipment to the City and administer the duties and responsibilities set forth in this Request for Proposals (“RFP”), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a contract for purchase and sale of Verkada Camera Equipment equipped with the specifications set forth in this RFP.

PROPOSALS/OFFER SUBMITTAL:

Proposals will be accepted until **4:00 P.M. on JANUARY 19, 2023**, and each must be submitted in a sealed envelope plainly marked on the outside **"PROPOSAL FOR VERKADA CAMERA EQUIPMENT - DO NOT OPEN WITH REGULAR MAIL"** and addressed to:

The City of Rancho Mirage
 Attn: Justin Ruberg, Streets & Fleet Manager
 69825 Highway 111
 Rancho Mirage, California 92270

Proposals will also be accepted **BY EMAIL** and submitted to:

Justin Ruberg at justinr@ranchomirageca.gov

SPECIFICATIONS:

The selected company shall sell to the City Verkada Camera Equipment equipped with at least the following:

PART NUMBER	MFG	DESCRIPTION/LINE NOTES	QUANTITY
LIC-3Y	VERKADA	COMMAND CLOUD LICENSE, 3YR	52
CD42-256-HW	VERKADA	CD42 INDOOR DOME CAMERA, 256GB	7
CD42-256E-HW	VERKADA	CD42-E OUTDOOR DOME CAMERA, 256GB,30 DAYS MAX	9
CF81-30E-HW	VERKADA	CF81-E FISHEYE CAMERA	8
CD62-30E-HW	VERKADA	CD62-E OUTDOOR DOME CAMERA, 30 DAYS	14
CB61-30TE-HW	VERKADA	CB61-TE OUTDOOR BULLET CAMERA, 30 DAYS	3
CD52-256-HW	VERKADA	CD52 INDOOR DOME CAMERA, 256GB, 30 DAYS MAX	4
CD62-30-HW	VERKADA	CD62 INDOOR DOME CAMERA, 30 DAYS	10
CB51-30E-HW	VERKADA	CB51-E OUTDOOR BULLET CAMERA, 30 DAYS	5

FINDINGS:

The City hereby finds that the request for the specific Verkada equipment is made for the following purposes: Used to match other products in use.

GENERAL INSTRUCTIONS FOR SUBMITTAL:

A. Proposal Submittal:

The proposer shall submit one (1) original and three (3) copies of proposals by **4:00 P.M. (Pacific Standard Time), JANUARY 19, 2023**, to:

The City of Rancho Mirage
Attn: Justin Ruberg, Streets & Fleet Manager
69825 Highway 111
Rancho Mirage, California 92270

Or if submitted by **EMAIL** no later than **4:00 p.m. (Pacific Standard Time), JANUARY 19, 2023**, to:

Justin Ruberg at justinr@ranchomirageca.gov

The proposals must not exceed the City server’s fixed maximum message size of 35 megabytes. All electronic submittals shall include in the subject line **“PROPOSAL FOR VERKADA CAMERA EQUIPMENT - DO NOT OPEN WITH REGULAR MAIL.”** It shall be the responsibility of proposer to ensure the electronic delivery is successful prior to deadline for submissions.

B. Due Date and Time:

Proposals submitted after **4:00 P.M. on JANUARY 19, 2023**, may, at the sole discretion of the City, be rejected as non-responsive and returned without review. For a proposal to be considered on time, it must be date stamped by City staff upon receipt. At the discretion of the City, a “late” proposal may be considered only if a selection cannot be determined from among proposals received on time. The City shall not be responsible for, nor accept any as a valid excuse, any delay in mail service, or any other method of delivery used by the proposer. All proposals shall be enclosed in a sealed envelope with the words clearly written on the front, **“PROPOSAL FOR VERKADA CAMERA EQUIPMENT - DO NOT OPEN WITH REGULAR MAIL” OR WHEN DELIVERED BY EMAIL, SUBJECT LINE MUST INCLUDE “PROPOSAL FOR VERKADA CAMERA EQUIPMENT - DO NOT OPEN WITH REGULAR MAIL.”** Failure of the proposer to properly identify the proposal as described may result in the proposal being considered non-responsive. The City shall not be responsible for, nor accept any as a valid excuse, any delay in Email. All proposals shall be firm offers subject to acceptance by the City and may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the City. All proposals must clearly address all of the requirements outlined in this RFP. Each proposal shall be limited to twenty (20) pages and must include a minimum of three (3) references, which include the address, telephone number, and email address of each reference. Resumes and brochures

may be added to the proposal, provided they are located in an appendix at the back of the proposal. Should the proposer have concerns about meeting any noted requirements, the proposer shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

C. RFP Addenda and Clarifications in Written Comments

All comments or questions from proposers must be submitted in writing and received by no later than 4:00 P.M. on JANUARY 4, 2023 (“Addenda Due Date”), and must be submitted via the following approved written methods addressed to Justin Ruberg, Streets & Fleet Manager:

1. At justinr@RanchoMirageCA.gov, or
2. Via fax to (760) 770-3261, or
3. Via mail, as long as the correspondence is received, and date stamped by the City on or prior to the Addenda Due Date.

Any questions raised verbally shall not be addressed by the City. Submittal of written comments or questions shall not be considered by the City unless submitted in an approved method on or before the Addenda Due Date. Written comments or questions received via approved method and within the time prescribed herein will be addressed by the City’s issuance of an addendum. Notwithstanding anything else herein, if it becomes necessary for the City to revise any part of this RFP, or to provide clarification or additional information after this RFP has been issued, a written addendum will be posted and published on the City’s website, <http://www.rancho Mirageca.gov>. All addenda shall become part of the RFP.

D. Pre-contractual Expenses:

The City shall not be responsible for, under any circumstances, any claims of expenses necessary for the proposer to receive, evaluate, complete, and deliver the proposal. The proposer should also not include any pre-contractual expenses or fees in the proposal.

E. Conflicts of Interest:

The proposer affirms that to the best of his or her knowledge, there exists no actual or potential conflict between the company’s business or financial interests, and any commissioner, officer, employee, or agent of the City.

F. Proposed Contract:

The proposer selected through this RFP shall be required to enter into the Agreement with the City, in substantially the same form as the form attached hereto as **Exhibit “A.”**

PROPOSAL FORMAT AND CONTENT:

A. Presentation

Proposals shall be submitted in an 8 ½” x 11” format, or equivalent electronic

submittal.

B. Proposal Content

1. Transmittal Letter

- a. Contact information, identification of firm, name and email address and telephone number;
- b. A statement to the effect that the proposal will remain valid for thirty (30) days from the due date for the proposals;
- c. Acknowledgement of receipt of addenda, if any;
- d. Signature of person authorized to bind the terms of the proposal.

2. Table of Contents

Following the transmittal, provide a table of contents for the proposal.

C. Cost and Price

This section shall disclose all charges, fees, deposits, and taxes to be assessed and/or charged to the City.

D. Appendices

Furnish as appendices, supporting documentation as requested.

PROPOSAL EVALUATION AND CONTRACT AWARD:

Following a review of the proposals, the City shall determine whether to award the contract to a particular bidder or to reject all proposals. The award of contract, if made, shall be to the lowest responsible and responsive bidder as determined solely by the City. Additionally, the City reserves the right to reject any or all proposals, and to accept any bid or portion thereof, to waive any irregularity in the offers received, all as may be required to provide for the best interests of the City. In the event of any such rejection, or in the event a proposer's offer is not rejected but does not result in contract award, the City shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

CALIFORNIA PUBLIC RECORDS ACT

Each proposer is hereby informed that proposals and its contents are subject to disclosure in accordance with the California Public Records Act (California Government Code Sections 6250 et seq.).

INDEPENDENT CONTRACTOR STATUS

By submitting a proposal to this RFP, proposers thereby represent, warrant, covenant and agree, that in the event City elects to enter into a contract for services outlined herein, as of the effective date of the agreement and throughout the term of the agreement, proposers firm and any person providing services hereunder shall be an independent contractor and not an employee of the City under applicable law, which may include but not be limited to, California Labor Code Sections 2775 et seq. and under the Public Employees' Retirement Law. Failure to comply with this requirement, as may be determined by the City, in consultation with the City Attorney, in City's sole and absolute reasonable discretion, shall result in the proposal being rejected as non-responsive. As set forth in more detail herein, successful proposers shall enter into an Agreement with the City governing the services, which shall include express language effectuating the same.

CALPERS OBLIGATIONS

CalPERS Participation. As set forth in this RFP, City has an obligation to treat all persons working for or under the direction of Contractor as agents and employees of Contractor, and not as agents or employees of City. Contractor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS").

CalPERS Retiree Disclosure. Proposers expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Contractor who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by successful bidder to provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules, or regulations.

Joint Cooperation. In the event that the City's Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, successful bidder shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either successful proposer or City files an appeal or court challenge, successful proposer and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

Indemnity. To the fullest extent permitted by law, in addition to indemnification obligations set forth herein, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, successful proposer shall indemnify, defend, and hold harmless City for any payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions or any similar obligations, as well as for the payment of any penalties and interest on such payments.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "A"
PURCHASE AGREEMENT
SEE ATTACHED

**PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO MIRAGE
AND
VENDOR NAME**

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the City of Rancho Mirage, a municipal corporation located in the County of Riverside, State of California ("Buyer"), and _____, _____ ("Seller"), with Buyer and Seller together sometimes hereinafter referred to as the "Parties."

RECITALS:

WHEREAS, Seller owns a _____ ("Goods"), as described in Exhibit "A," attached hereto and incorporated herein by this reference, including without limitation any and all manuals and other informational records normally provided with such Goods; and

WHEREAS, Buyer is in need of Goods for use of _____, within the City of Rancho Mirage, California; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the Goods, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and promises contained herein and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Recitals

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

Section 2. Purchase, Sale, Delivery of Goods

Seller shall sell and deliver to Buyer at the address indicated herein for receipt of notices, and Buyer shall purchase from Seller, the Goods, for the price of _____ Dollars and _____ Cents (**\$_____**) ("Purchase Price"). Shipping charges are included in the Purchase Price, and the shipped items become legal property of Buyer when it reaching its destination designated by Buyer, subject to inspection and acceptance set forth in Section 3. Notwithstanding anything herein to the contrary, risk of loss or damage of goods shall remain with Seller until the goods are delivered at the F.O.B. point specified by Buyer herein (FOB Destination Freight Prepaid and Allowed).

Section 3. Invoice; Inspection; Payment

a. Seller shall invoice the Buyer for the Goods in an amount not to exceed the Purchase Price within seven (7) days of delivery of the Goods to Buyer.

b. After delivery, Buyer shall inspect the Goods within a reasonable time not to exceed thirty (30) days and provide written notice to the Seller specifying any defects or other objection, unless Buyer intends to accept the Goods in whole, in which case no notice will be necessary. Acceptance of the Goods, whether in whole or in part, shall not be deemed a waiver of any defects identified by the Buyer, nor any defects later discovered by the Buyer, and specified to the Seller in writing.

c. After Buyer has inspected the Goods, Buyer shall pay Seller the Purchase Price, in whole or in part as appropriate, for those Goods accepted under this Agreement.

d. Title to Goods or any portion thereof and risk of loss or damage during shipment pass from Seller to Buyer upon delivery to Buyer's address listed in Section 8 of this Agreement and acceptance thereof by Buyer.

Section 4. Remedy for Defective Goods

a. Seller agrees that if there is any defect in the Goods, as determined in Buyer's sole and absolute discretion, and upon written notice thereof given to Seller, Seller shall replace the defective Goods without delay or cost to the Buyer. In the event of Seller's failure to replace the Goods within ten (10) calendar days after being notified of such defects, Buyer is hereby authorized to contract with another party for the purchase of replacement goods, and Seller shall reimburse Buyer for all such costs immediately upon demand.

b. This section does not in any way limit Buyer's remedies pursuant to Code of Civil Procedure Section 337, or the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee period. No manufacturer's guarantee period shall in any way limit the liability of Seller under the indemnity provisions of this Agreement.

Section 5. Seller's Representations and Warranties

Seller hereby makes the following representations, warranties, and acknowledgments, and agrees that such representations, warranties, and acknowledgments shall be true as of the Effective Date:

a. Seller, and the person executing this Agreement on behalf of Seller, has the full right, power, and authority to enter into this Agreement and to take all actions required of Seller by the terms of this Agreement.

b. The Goods provided to Buyer shall be free from all defects, liens, encumbrances, or adverse claims and are of good quality and fit for the purpose and use intended herein.

c. All documents executed by Seller pursuant to this Agreement will be duly authorized, executed and promptly delivered to Buyer, and will be legal, valid and binding obligations enforceable against Seller and will not violate any provisions of any agreement to which Seller is a party or to which it is subject.

d. Seller shall provide to Buyer any and all information related to manufacturer's warranties of the Goods.

Section 6. Buyer's Representations and Warranties

Buyer hereby makes the following representations, warranties, and acknowledgments, and agrees that such representations, warranties, and acknowledgments shall be true as of the Effective Date:

a. Buyer, and the person executing this Agreement on behalf of Buyer, has the full right, power, and authority to enter into this Agreement and to take all actions required of Buyer by the terms of this Agreement.

b. All the documents executed by Buyer pursuant to this Agreement will be duly authorized, executed and promptly delivered by Buyer, and will be legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, and will not violate any provisions of any agreement to which Buyer is a party or to which it is subject.

Section 7. Indemnification Obligations of Seller

Seller indemnifies Buyer against, and holds Buyer harmless from, any and all losses, claims, expenses, costs, causes of action or obligations (including reasonable attorneys fees) to the extent arising from (i) Seller's negligent acts, omissions or willful misconduct, (ii) Seller's ownership or possession of the Goods during any period ending on or prior to the Effective Date, (iii) Seller's replacement of the Goods or any part thereof pursuant to this Agreement, and (iv) Seller's breach of any of its representations, warranties or covenants under this Agreement.

Section 8. General Provisions

a. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding, either written or oral, about the subject matter hereof. No agreement, statement, or promise not contained in this Agreement shall be valid or binding. This Agreement may only be modified or amended by a written instrument executed by the Parties.

b. Time is of the Essence. Time is of the essence of this Agreement.

c. Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

d. Termination. Buyer may terminate this Agreement for any reason whatsoever, prior to delivery of the Goods and Buyer's payment of the Purchase Price as set forth herein. After payment of the Purchase Price, the purchase of the Goods shall be subject to Seller's standard return and exchange policy as may be applicable to the Goods.

e. Modifications and Amendments. This Agreement may be modified or amended only by a written document executed by both Buyer and Seller and approved as to form by Buyer's City Attorney.

f. Notices.

1. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Buyer:

_____, _____
City of Rancho Mirage
69825 Highway 111
Rancho Mirage, California 92270
Telephone: (760)
Facsimile: (760)
Email:

If to Seller:

2. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

g. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

h. Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors, and assigns. This Agreement shall be non-assignable without the express written consent of Buyer.

i. Further Assurances. The Parties agree to cooperate with each other and to execute, deliver and record such other agreements and documents and to take such other actions as are reasonably necessary or helpful to more effectively consummate the transaction(s) contemplated under this Agreement and to carry out its purpose and intent. Upon reasonable notice, Seller shall provide Buyer with reasonable access to, and allow it to copy, any books and records concerning the Goods as are in Seller's possession or control.

j. Attorneys' Fees; Costs of Litigation. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

k. Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement, shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Seller's breach any of its warranties, or the discovery that any of Seller's representations are not true in every respect, shall also be deemed a breach of this Agreement by Seller. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

l. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

m. Non-Liability of Officials and Employees of Buyer. No member, official or employee of Buyer shall be personally liable to Seller, either individually or jointly, or any of Seller's successors-in-interest, in the event of any default or breach by Buyer for any amount which may become due to Seller or any of Seller's successors, or on any obligations under the terms of this Agreement.

n. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation," where it is contextually appropriate. This Agreement shall be interpreted as though prepared jointly by the Parties.

o. Legal Advice. The Parties represent and warrant to the other party the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel, as to the matters set forth in this Agreement, or, have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

p. Venue. All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF RANCHO MIRAGE

Isaiah Hagerman, City Manager

APPROVED AS TO CONTENT:

Ryan Stendell, Director of Public Works

ATTEST:

Kristie Ramos, City Clerk

APPROVED AS TO FORM:

Colin Kirkpatrick, Assistant City Attorney

EXHIBIT "A"

SEE ATTACHED

**SELLER'S QUOTE
DATED**