PURCHASING DIVISION CITY OF WORCESTER MASSACHUSETTS 01608-1895 ROOM 201 - CITY HALL PHONE (508) 799-1220

SEALED BID INVITATION (Supplies, Material, Equipment, Services)

AN EOUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SEALED BID NO. CR-7848-M3

DATE: August 10, 2022

CITY OF WORCESTER Chris Gagliastro Purchasing Agent

BUYER: Maureen McKeon

NOTICE TO BIDDERS TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: <u>August 31, 2022</u> TIME: <u>10:00 A.M. LOCAL</u>

TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE "Sealed Bid No. CR-7848-M3, Intrusion Monitoring System Services/City & WPS"

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

- This Bid Invitation covers: Furnish and Provide Monitoring Services for an Intrusion Security System as per requirements and specifications of the City of Worcester for the period September 17, 2022 through September 16, 2024. This contract may be renewed for a third year at the sole discretion of the City, the option of which will be determined at the end of the current contract year (see Page 9).
- 2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$_\binom{N/A}{}\] must accompany this bid.
- 3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above. NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
- 4. A performance bond in the amount of $\frac{N}{A}$ of the total dollar award is required.
- 5. A payment bond in the amount of $\frac{N/A}{}$ of the total dollar award is required.
- 6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: All Apply.
- 7. Questions pertaining to this bid must be directed to Maureen McKeon via email at mckeonmp@worcesterma.gov.
- 8. The following meanings are attached to the defined words when used in this bid form.
 - a) The word "City" means The City of Worcester, Massachusetts.
 - b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.

- c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
- d) The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
- 9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: mckeonmp@worcesterma.gov) and are to be in duplicate. No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
- 10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
- 11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
- 12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
- 13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
- 14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
- 15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
- 16. In case of error in the extension prices quoted herein, the unit price will govern.
- 17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
- 18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
- 19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
- 20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
- 21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
- 22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
- 23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.
- 24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).

- 25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
- 26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

- 27. <u>COMMERCIAL GENERAL LIABILITY INSURANCE:</u> Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$1,000,000.00 per occurrence / \$2,000,000.00 aggregate.
- 28. <u>AUTOMOBILE LIABILITY INSURANCE:</u> Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-hired autos).
- 29. <u>COMPENSATION INSURANCE:</u> The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under the statutory Massachusetts worker's compensation insurance policies.
- 30. The Contractor shall carry commercial general liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising our of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
- 31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
- 32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

- 33. Cash discounts will be considered when determining the low bid except when cash discounts are for a period of less than 30 days. In this event cash discounts will not be taken into consideration when determining low bid.
- 34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make

- the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
- 37. The contractor shall familiarize himself with the location and facilities for storage.
- 38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

- 39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
- 40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
- 41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
- 42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
- 43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
- 44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
- 45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
- 46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.
- 47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under

this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.

- 48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted or assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
- 49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
- 50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL. (NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members) Name Address Zip Code KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER: If a Proprietorship Name of Owner _____

Business Address

Telephone No. _____

Telephone No. _____

(1)

Zip Code _____

Zip Code _____

Home Address

If a Partnership Full names and addresses of a	l partners		
Name	Address		Zip Code
Business Address		Zip Code	

(3)	If a Corporation				
	Full Legal Name				
	State of Incorporation	Qualified	l in Massachusetts?	Yes	No
	Principal Place of Business				
		Street		P.O. Box	
		City/Town	State	Zip	
	Teleph	one No			
	Place of Business in Massachusetts				
		Street		P.O. Box	
		City/Town	State	Zip	
		Telephone No			
GIVE	THE FOLLOWING INFORMATION	REGARDING SUR	ETY COMPANY		
	Full Legal Name of Surety Compan	y			
	State of Incorporation	_ Admitted in Massa	achusetts? Yes		No
	Principal Place of Business				
		Street		P.O. Box	
		City/Town	State	Zip	-
	Place of Business in Massachusetts	G.		P.O. Box	
		City/Town	State	Zip	
		Telephone N	lo		

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more. F.I.D. Number of bidder This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941. AUTHORIZED SIGNATURE OF BIDDER ______ TITLE ______ PLEASE SIGN DATE _____ BID SECURITY \$ The name(s) of customer service representative(s) to be responsible for servicing this account in the event of contract award are: (PLEASE PRINT) TEL. NO. NAME TEL NO **NAME** (PLEASE PRINT) FAX# PLEASE INDICATE YOUR FAX NUMBER PLEASE INDICATE YOUR E-MAIL ADDRESS E-MAIL: UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED: Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows: "The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals." (Please Print) Name of Person Signing Bid Signature of Person Signing Bid Company

No award will be made without vendor certification of the above.

NOTE

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed % for the third contract year.				
(TO BE COMPLETED BY BIDDER)				
Name Date				
Title				
Title				
IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A THIRD VEAR OPTION BY FASE				
IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A THIRD YEAR OPTION, PLEASE				
INDICATE BY CHECKING THIS BOX:				
<u>IMPORTANT</u>				
It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the				
bidders intent to accept a third year option at zero (0) percent increase.				
All other Terms and Conditions to remain the same.				

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES XX NO

Delivery to be made to: City of Worcester

This Bid includes addenda numbered

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to

each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

Item No.	Estimated Quantity	Description	Mfg	Model No.	Unit Price	Total Amount
		Furnish and Provide Monitoring Services for an Intrusion Alarm System as per the attached requirements and specifications of the City of Worcester.				S. Augulad
		Monitoring Services are required 24 hours per day, 365 days per year, with 100% up time availability.				See Attached Pricing Page
		Bidders must bid on all sites. Award to be made in the aggregate.				

TERMS, CASH DISCOUNT % 30 DAYS, NET 45 DAYS.	
DELIVERY AND/OR COMPLETION TO BE MADE WITHINBY THE CITY.	DAYS FROM DATE OF NOTIFICATION
NAME OF BIDDER	

Bid Specifications – CR-7848-M3

Intrusion Security System Monitoring Services

City of Worcester

SPECIFICATIONS

A. Scope:

- This specification contains and establishes the operational and functional requirements for Intrusion Security System Monitoring, Service, & Emergency Repair to be used for the following City of Worcester Departments / Divisions:
 - 1) Department of Public Works & Parks
 - 2) Department of Public Works & Parks Parks, Recreation and Cemetery Division
 - 3) Department of Finance and Administration Energy & Assets Division
 - 4) Worcester Public Schools
- The security systems are intended to provide protection of internal and perimeter areas against intrusion and for the detecting or discouraging of burglary or vandalism during the hours the facilities are unoccupied.

B. Organization/ Company:

- Must have at least five years of documented experience in Intrusion Security System Monitoring.
- Must submit three references upon request by the City of Worcester
- Must have a Central Station providing 24-hours a day, 7 days a week, 52 weeks a year alarm monitoring, with 100% up time availability.
- At no point during the life of the contract shall district buildings, as listed, go unprotected/
- Must be capable of performing maintenance and service on alarm systems as required.
- Must be able to provide emergency maintenance and service on alarm systems 24-hours a day, 7 days a week, 52 weeks a year alarm monitoring.

C. Personnel:

- The monitoring provider shall have qualified and certified personnel on staff to provide the highest level of service during the term of this contract.
- The monitoring provider shall have qualified and certified personnel on staff that have attended and have been certified by an approved training seminar.
- The central station shall have a minimum of 1 (one) shift supervisor or key personnel that has attended and been certified by an approved operator training seminar.
- All operators must have completed a formal individual training program for new operators. This training shall consist of becoming accustomed to central station operations, review of operators' manual, and a minimum of 5 (five) shifts of observation of the monitoring.

D. Monitoring Requirements:

- All monitoring shall be in real time, and allow for event logging, alarm / status notification with suggested operator responses, color graphic descriptions of alarms and access control/authentication features. All events shall be logged with the date and time of occurrence.
- The Company must be able to monitor motion, sound, and contact detection devices. The company must also be able to differentiate between each of them.
- The company will supply all City Departments / Divisions with monthly reports detailing individual facilities opening and closings. This report shall include date, time, armed/disarmed, system troubles facility, and name of individual who opened and closed the facility. The individuals pass code shall not be used, due to the security concerns of this information.
 - o Worcester Public Schools will require daily reports.
- The company shall keep on record a call list, supplied by each City Department / Division for each facility. This call list shall be used in descending order, before the operator calls the police or other emergency personnel.

- Call lists shall be supplied, after the contract has been completely approved. Any changes to the City Departments / Divisions call list shall take effect no more than 24 hours after it is received via facsimile or e-mail.
- On any alarm in which a Police or City Department's response is requested, the operator shall maintain the account on the screen until such time as the event has been resolved.
- Company must be able to monitor each facility, via phone line or other owner approved method.
- Company must have dedicated lines to contact City Departments / Divisions call list or emergency personnel.
- The central processing system (CPS) to be operated by the contractor shall be a real-time, U.L. Listed for Burglary & Fire applications, integrated computer/operator based central station that shall provide for all event logging, alarm and status annunciation with suggested operator response, color graphic description of alarms and access control/authentication features. All events shall be logged with the date and time of occurrence and provided to the owner electronically.
- All CPS hardware that is required to make up the system shall have redundant spares on-site, with additional spares available from the manufacturer via overnight service.
- The operating software shall be an integrating, multi-tasking, real-time database software package to include alarm monitoring and annunciation, access control, communication monitoring and display, real-time and historical annunciation and display and report generation.
 - Initiate sequence of operation upon alarm activation as determined by the City of Worcester. Sequence of operations to include notification of alarm received simultaneously via paging the on call emergency pager, email, and text message. All numbers and email addresses to be provided by the City upon awarding of contract.
 - The software shall be a menu-driven system with a maximum of 1-2 keystrokes required to call up information.
 - Database shall be available for up to 2,000 systems with the ability to report status of each account monitored.
 - Database/verification available for up to 10,000 accesses and 1,000 intrusion users per system.
 - Provide operator information to handle alarms on an "IF/THEN" basis.
 - Self-test and diagnostics built into system.
 - Alarms generated from either the intrusion or access control systems will be displayed on the operator's terminal in a priority, color-coded format.
- After the alarm condition has been reported to the central station the portion of the system shall operate as described previously.
- Alarm conditions shall be immediately reported to the alarm investigator or police unless otherwise noted by the
- It shall be possible to locate loop violations preventing arming from both the keypad and/or the central station.
- The CPS must have the means of logging account activity on a real-time basis. The system shall have the ability to selectively recall account activity in the form of account searches and create a permanent record of same.
- The contractor must:
 - o Provide to the Facilities Director or designee(s) all programming of code numbers adds, moves, and changes deemed necessary by the City of Worcester at no charge to the City of Worcester.
 - o Provide to the Facilities Director or designee(s) all necessary uploads and downloads deemed necessary to the owner at no additional charge to the City of Worcester
 - Initiate sequence of operation upon alarm activation as determined by the City of Worcester
 - Provide daily reports to the Facilities Director or designee(s) detailing "all activity" & "armed & disarmed" & "system troubles" on each of the systems listed by site. These electronic reports shall be submitted to the Facilities Director or designee(s) daily.
- The equipment shall have the ability to automatically log, recall and print on command as listed.
 - o Search for perimeter violations by account number and time frame.
 - O Search for delayed perimeter (exit door) violations by account number and time frame.
 - Search for sensitivity levels set below a specified sensitivity level by individual account number and time frame.
 - Provide to the Facilities Director or designee(s) and maintain listing of users authorized on the system by employee name, user number, card number, access module number, door number, shift number, and arm/disarm authority.

- O Provide to the Facilities Director or designee(s) time and attendance reporting by employee name, date, time in, time out, daily time totaled, and total time for days specified.
- o Provide to the Facilities Director or designee(s) report for controlled exit granted, entry granted, free exit and guard check-in.
- o Provide to the Facilities Director or designee(s) reports of all alarm conditions, such as power signals, door alarms, entries that were denied, guard tour alarms, and pass-back alarms.
- o Provide to the Facilities Director or designee(s) reports on aborted arm attempts, armed late, system armed, and system disarmed.
- o Provide to the Facilities Director or designee(s) reports for all auxiliary control functions and automatic door lock and unlock.

E. Current Monitoring System:

- The City of Worcester Departments and Divisions listed under these specifications currently have a number of different security systems throughout their facilities. The awardee shall be required to use the current systems at each location or upgrade the equipment at no charge to the City of Worcester.
- Any and all replaced equipment shall become the property of the City of Worcester upon installation.
 - O All new or replacement equipment shall **not** be proprietary and must be usable by any qualified vendor.
- The awardee, at the commencement of the contract, shall provide a status report for all facilities serviced. The report at a minimum must list the security services provided at each facility, a brief description of the components, and the approximate age of the components.
- School buildings that would require monitoring services are equipped with Ademco hardware.

F. Service and Emergency Repair:

- The Company must have on staff technicians that can be called in for service related problems and emergency repairs. Service problems can be completed during regular business hours.
 - The City estimates that there will be approximately forty hours of service time required per contract year per Department / Division.
- Emergency repair shall be those problems in the interpretation of the City of Worcester, which cannot wait or may cause a location to be partially or fully unprotected.
 - The City estimates that there will be approximately forty hours of emergency repair service will be required per contract year per Department / Division.
- The City of Worcester reserves the right to add or delete to these hours as necessary or required. The hourly rate listed by the bidder shall be used for all additions and deductions to these amounts.

G. Contract Length:

• This contract will be for two years from date of contract with the option to renew for a third year at the sole discretion of the City of Worcester.

H. Payment:

- Application for payment or invoice for monitoring to be submitted <u>monthly</u> and it is to be based upon the contracted monthly unit price. Each location shall be billed individually. If any service is discounted, a credit shall be shown on the next application for payment or invoice.
- Application for payment or invoice for service and or emergency repair to be submitted within one month of completion of work.
 - The Parks, Recreation & Cemetery Division has two locations that are to be paid by a non-profit organization under this Contract. These locations and contacts shall be given to the awardee upon contract execution.

GENERAL CONDITIONS

A. Scope of Work

- Provide all labor, materials, equipment, supervision, and other services required to complete the work in accordance with the specifications for "Security System Monitoring, service and emergency repair" as prepared by the City of Worcester, hereinafter referred to as the "Owner".
- This contract shall begin as soon as contract is awarded without the loss of service to any facility.

B. Superintendence, Skilled Labor, and Employees

- The Awardee shall assign a suitable main contact to this contract for its duration. He / She or a designee shall be available at all times while this contract is in place, and shall be thoroughly knowledgeable and informed concerning every aspect of this work. The others employed by the Awardee shall be skilled and experienced in the particular scope assigned to them.
- The Awardee shall furnish the Owner, upon request: resumes, licenses, credentials, etc., of the employees working on this contract. If any person employed on this contract is insubordinate, or appears to the Owner to be incompetent or disorderly, he shall be discharged immediately on the demand of the Owner, and shall not be employed on the work without the approval of the Owner.

C. Examination of the Site

- All bidders are encouraged to visit the sites and examine the existing conditions, which affect all, or part of the
 work (See Attached Locations). Failure to do so will not relieve the successful bidder from furnishing the
 necessary materials or performing any work required to complete the contract in accordance with the
 specifications.
- Systems vary from site to site. All bidders must thoroughly acquaint themselves with these limitations and include in their pricing all-necessary upgrading or changes to allow for proper monitoring.
- To Schedule a site visit please contact the following individuals:
 - o DPW & Parks Matthew J. Labovites, Assistant Commissioner 508-799-1476
 - o Parks, Recreation & Cemetery Tom Miville or Tim Boucher 508-799-1290
 - o Energy & Asset Management Joel Wentworth 508-922-6498
 - O Worcester Public Schools Tom Barett 508-799-3151

D. Guarantee

• The Awardee shall guarantee all work and materials performed under this Contract against all defects of materials and workmanship for the period of this agreement. Under this guarantee, the awardee shall replace and/or repair (at the discretion of the Owner) all defective workmanship or materials, at no additional cost to the Owner.

E. Provisions Required by Law

• Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall read and be enforced as though it were inserted therein, and if, through mistake or otherwise, any provision is not inserted or is not correctly inserted, then, upon the application of either party, the contract shall be forthwith physically amended to make such insertion or correction.

F. Or Equal Clause

• The terms "or equal", "representative of" or words of the like shall mean equal in the opinion of the Owner. The term "or equal" or words of the like shall mean any material, article, assembly, system, or service which is at least equal in quality, durability, appearance, strength, and design to the material, article, assembly, system, or service named or described; and which will perform at least equally well the functions imposed by the general

- design. Materials, articles, assemblies, systems, service specified herein represent the minimum acceptable standards.
- The term "or equal" or words of the like shall not be construed to permit substantial departure from the specifications for any material, article, assembly, system, service or if any of the component parts thereof.
- The term "or equal" is hereby an explicit, implied clause following the name of any maker, vendor, proprietary product, any trade name, plate, catalogue number, or any detailed description used in the plans or specifications to define the materials, articles, assemblies, or systems required. Detailed descriptions and precise dimensions in the specifications are not intended to restrict the specified item to one manufacture but rather to establish minimum acceptable standards of quality and design as well as approximate sizes and capabilities to meet or fit the work.

G. Transfer of Service

• The awardee shall lay out a schedule for transferring this monitoring, service, and emergency repair service from the existing company to themselves, and any other work executed by him/her under this contract. Awardee shall verify locations and quantities before the transfer and will be held responsible for any errors resulting from failure to do so.

H. Schedule of Work

- Within seven calendar days after the execution and delivery of the Contract the awardee shall submit to the
 Owner for approval a Works Progress Schedule in satisfactory form showing and fixing in detail his proposed
 progress schedule for carrying out necessary sequential stages of the Project from the initial starting date to the
 date of transfer completion for each phase or portion of work under contract.
- Priorities may be assigned to the various locations at the discretion of the Owner. The Contractor shall comply, to the fullest extent, with any priorities or modified scheduling established by the Owner and shall have no additional claim thereafter.

I. Modifications

• The Owner reserves the right to lessen or to extend the scope of this contract. In either case, the Contractor's unit prices shall be either added or subtracted to/from this contract to adjust to these changes.

J. Payments

- Payments shall be as follows or as mutually agreed upon:
 - O Application for payment or invoice for monitoring to be submitted <u>monthly</u> and it is to be based upon the contracted monthly unit price. Each location shall be billed individually or a breakdown must be shown on invoices. If any service is discounted, a credit shall be shown on the next application for payment or invoice.
 - Application for payment or invoice for service and or emergency repair to be submitted within one month of completion of work.

K. Permits, Fees and Notices

- The Awardee shall secure and pay all permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the work which are customarily secured after the execution of a contract and which are legally required at the time bids are received.
- The Awardee shall give all notices and comply with all laws, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.