Request for Proposals
for the OCWD Physical Access Control System Replacement and Video Monitoring Upgrades Services

Orange County Water District (OCWD) is seeking proposals from qualified Vendors that are interested in providing engineering and installation services for OCWD’s Physical Access Control System Replacement and Video Monitoring Upgrades Services. Work is to be performed at OCWD’s Administrative and Plant Facilities and the Metropolitan Water District of Orange County (MWDOC) Administrative Facility, located at 18700 Ward Street, Fountain Valley, CA, at OCWD’s Field Headquarters (FHQ), located at 4060 East La Palma, Anaheim, CA, and at OCWD’s Santiago Basin (Santiago), located north of the intersection of North Prospect St. and E Bond Ave. in Orange, CA.

This Request for Proposals (RFP) describes the project, the required scope of services, project milestones, and the minimum information that must be included in the proposal. In general the project consists of:

- Remove and replace existing PHYSICAL ACCESS CONTROL (PACS) server hardware and software (Appliance) and door access controller hardware (Controllers) at the Fountain Valley and FHQ facilities;
- Install VIDEO MONITORING SYSTEM and connect existing cameras inside the Administration Building at the Fountain Valley facility
- Remove and replace existing cameras, and install new intrusion detection, security lighting system, and camera surveillance at the Santiago Facility to be integrated with the new VIDEO MONITORING SYSTEM installed at Fountain Valley over OCWD’s existing network;

SCOPE OF WORK
Vendor will design fully operational Integrated Physical Access Control System (PACS) and Video Monitoring System (VMS), including as-built drawings of the complete system. Vendor shall also provide system installation, programming, and startup testing.

These services include but are not limited to:
• Attend kick off meeting;
• Review existing facilities and IT infrastructure;
• Recommend preferred new equipment;
• Prepare and coordinate design documents, consisting of Technical Specifications for selected equipment and software, Surveillance System Diagrams, Access Control Plans and Access Control Interconnection Diagrams, for all facilities. Assume a minimum of three design phase meetings at the OCWD Fountain Valley office and one meeting each at the FHQ and Santiago facilities;
• Furnish and install PACS, consisting of Access Control Server, Badge Programming and Printing hardware, any necessary communication and network adapters, and all necessary door and/or gate controllers, locks, card readers, exit sensors, and wiring for new or upgraded facilities as shown on the attached floorplans;
• Prepare operating and maintenance manuals, perform programming, start-up, testing, adjusting, and train personnel for system operation and maintenance;
• Furnish and install VMS server and connect (5) existing analog cameras located in the main hallway inside the OCWD Administration Building in Fountain Valley;
• Furnish and install integrated camera surveillance, intrusion detection and security lighting system that meets the requirements of this RFP.
• Provide at least 1 set of operating manuals explaining the operation and maintenance of the system

The equipment to be replaced or upgraded by the Vendor consists of the following:

**Fountain Valley and Anaheim Facilities:**

• Remove and replace all necessary elements to provide a new functional PACS in accordance with specifications contained in Exhibit B.
• For purposes of this RFP, assume the PACS includes: (7) ex. drive gates with auto-open operators, (5) ex. pedestrian gates, (94) ex. single doors, and (13) ex. sets of double doors (including (6) sets with auto-open operators;
• Addition of (10) new single manual-open doors and (2) new sets of double doors that include new ADA compliant auto-open operators;
• Replace existing card readers for auto-open drive gate sensing up to 25 feet away from reader on all existing controlled drive gates;
• Install new wiring, power, control hardware, card readers, door sensors, electric strikers, exit request sensors, and modify existing door hardware for (10) new single doors and (2) new sets of double doors. Double door control installation shall include auto-open operators, remote receptionist door open control and ADA door open switches compliant with ADA Standards;
• Program new server and controllers;
• Provide as-built Access Control Plans and Access Control Interconnection Diagrams showing locations of all doors, card readers, door locks, exit sensors, hand sensors, and controllers;
• Provide training for up to 30 OCWD employees. Training topics shall include card programming, card printing, user group creation, user parameter assignment, data access, data reporting, remote access, server/software operation and maintenance, and door hardware operation and maintenance.
• Install new VMS Appliance and Software
• Complete the initial programming of the VMS

Santiago Facility

• Remove and replace all necessary elements to provide a new functional integrated camera surveillance, intrusion detection and security lighting system.
• Integrate video monitoring and intrusion detection into VMS.
• Provide detailed technical specifications and installation diagrams, including site maps, as part of the proposal.
• Supply all necessary wiring and hardware for the system.
• Adjust cameras and verify with OCWD that the field of view is acceptable.

A project walk-through meeting will be held on site at 18700 Ward St., Fountain Valley on November 10, 2015, at 1:00 pm and continue at Santiago Basin. Vendors are responsible for visiting the site prior to the proposal due date and knowing the information discussed during the walkthrough. Annotated as-built drawings showing the existing PACS and proposed additional doors are available from OCWD upon request.

Vendor shall have the installation complete within eight weeks of Start of Work. The Start of Work will be mutually agreed upon between OCWD and the Vendor depending upon equipment procurement lead times. Work will not start until all equipment has been procured, and access controls to any individual building must be maintained at all times when workers are not actively completing installations – i.e. during non-working hours and weekends. Work in the OCWD Administration and MWDOC Administration areas will require coordination with scheduled meetings and events to avoid conflicts. Some night and/or weekend work may be required.

PROPOSAL
Please include the following in your proposal:

• Product Data, any Proposal Deltas, and Qualification Statements as specified in this RFP.

• Project approach, expanding or revising the scope of services provided herein if necessary. Any deviations from the scope herein shall be clearly designated in
the proposal, including associated man-hours. Include and describe all subcontractor services you believe are necessary.

- Project team description (with resumes at the back of the proposal), emphasizing experience and capabilities similar in nature to this project. The Vendor shall also include the home office and location of each project team member.

- Description of the project team’s past record of performance on similar projects for which your firm has provided services. Also include client references that may be contacted by OCWD.

- Project schedule with milestones and completion deadlines based on your proposed equipment lead times, project approach, and experience.

- A statement that the Vendor has read and will execute the District’s standard professional services contract and will comply with the District’s insurance requirements.

The proposal is limited to 10 pages, exclusive of cover letter, resumes, and preprinted materials. Interested Vendors shall deliver three paper copies of the proposal, one electronic pdf file, and one cost sheet on or before November 18, 2015 at 2:00 pm. Proposals shall be mailed or delivered to:

Delivered: Orange County Water District  
Attn: Ryan Bouley  
18700 Ward Street  
Fountain Valley, CA 92708

Mailed: Orange County Water District  
Attn: Ryan Bouley  
P.O. Box 8300  
Fountain Valley, CA 92728-8300

SPECIAL CONDITIONS

RESERVATIONS

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP or to procure or contract for work.
**PUBLIC RECORDS**

All Proposals submitted in response to this RFP become the property of the District and are public records and as such may be subject to public review.

**RIGHT TO CANCEL**

The District reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the District cancels or revises the RFP, the District will notify all the known Proposers in writing.

**ADDITIONAL INFORMATION**

The District reserves the right to request additional information and/or clarifications from any or all Proposers.

**PUBLIC INFORMATION**

Release of Public Information selection announcements, contract awards, and all data provided by the District shall be protected from public disclosure. Proposers desiring to release information to the public must receive prior written approval from the District.

**PROFESSIONAL SERVICES AGREEMENT**

The selected Vendor will be required to sign the attached Professional Services Agreement (Exhibit A) and to provide the Insurance Certificates and all other required documentation within 10 calendar days of notice of award.

**INSURANCE REQUIREMENTS**

The minimum insurance requirements are: $2 million ($4 million aggregate) for Commercial General Liability insurance, $1 million for Automobile Liability insurance (including Additional Insured endorsement for both General Liability and Automobile Liability insurance), $1 million for Workers' Compensation insurance (including Waiver of Subrogation endorsement for Workers' Compensation), and $1 million for Professional Liability (Errors and Omissions) insurance.

**EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION REQUIREMENTS**

The Proposers shall provide a Statement of Equal Employment Opportunity/Affirmative Action. The Vendor and each subcontractor shall not discriminate in the employment of persons on the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference or sex of such persons except as permitted by Section 12940 of the California government Code. The Vendor is expected to maintain
policies similar to those of the District regarding equal employment opportunities and affirmative action as set forth in the OCWD’s Administrative Policies.

**PREVAILING WAGES**

The Proposers shall include prevailing wages for all labor performed onsite at all OCWD/MWDOC facilities. Contractor shall provide certified payroll to OCWD. A safe worksite, with physical barriers if necessary, is the responsibility of the Contractor.

**VENDOR REQUIREMENTS**

The Vendors Proposing on this project shall meet the following requirements:

- Vendor shall hold the certification of the security software proposed;
- Vendor shall submit proof that they are in good standing with software manufacturer at the time this proposal is submitted and remain in good standing throughout completion of the project;
- Vendor must have at least two certified installation technicians;
- Vendor must have installed at least five (5) large systems of equal size;
- Vendor must possess a valid Class B license, issued by the California Contractors State License Board, in good standing;
- Vendor must have a service group located within a 50 mile radius of OCWD’s Administrative Facility;
- Vendor must provide a service group that is on-call and available to respond 24 hours a day.

**EXISTING FACILITY DRAWINGS**

Annotated Architectural Drawings and Access Control System Interconnection Diagrams for OCWD Facilities, MWDOC Admin Facilities, and OCWD Field Headquarters showing locations of existing and proposed Physical Access Controls are available to Vendors upon request. Please email Ryan Bouley at rbouley@ocwd.com for a copy of the existing drawings.

**ATTACHMENTS**

- Professional Services Agreement (Sample) (Exhibit A)
- Specifications for PACS Hardware and Software (Exhibit B)
- Santiago VMS Requirements (Exhibit C)
EXHIBIT A
Professional Services Agreement (Sample)
AGREEMENT NO. ***
with
for
***

This Agreement (the "Agreement") is made and entered into as of ***, by and between the ORANGE COUNTY WATER DISTRICT, a special governmental district organized and operating under the laws of the State of California (hereinafter “OCWD”) and *** ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I
FUNDAMENTAL TERMS

A. Location of Project: ***

B. Description of Services/Goods to be Provided: *** in accordance with PART IV, Scope of Services, included herein.

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on *** ("Commencement Date") and the term of this Agreement shall continue through its expiration on ***.

D. Party Representatives:

D.1. OCWD designates the following person/officer to act on OCWD's behalf: ***.

D.2. Contractor designates the following person to act on Contractor's behalf: ***.

E. Notices: All notices and other writings required to be delivered under this Agreement to the parties shall be delivered at the addresses set forth in Part II ("General Provisions").

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

F.1. Part I: Fundamental Terms
F.2. Part II: General Provisions
F.4. Part IV: Scope of Services
F.5. Part V: Budget
G. Integration: This Agreement represents the entire understanding of OCWD and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

ORANGE COUNTY WATER DISTRICT

By: _____________________________
   Michael R. Markus, P.E.
   General Manager

By: _____________________________
   , President

Dated: ___________________________

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

By: _____________________________
   Joel D. Kuperberg, General Counsel

Contractor Information:

Address for Notices and Payments:

Attention:

Telephone:

Facsimile No.:
PART II
GENERAL PROVISIONS

SECTION ONE: SERVICES OF Contractor

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the “services” or the “work.” If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms “services” and “work” shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. OCWD shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by OCWD to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of OCWD. Contractor agrees to perform all work to the satisfaction of OCWD within the time specified. If OCWD reasonably determines that the work is not satisfactory, OCWD shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from OCWD. In the performance of this Agreement, Contractor shall report to and receive instructions from OCWD’s representative identified in Part I, or his or her designee. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the OCWD.
1.6 **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the OCWD of such fact and shall not proceed except at Contractor’s risk until written instructions are received from the OCWD’s Representative.

1.7 **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCWD. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of OCWD. In the event of any unapproved transfer, including any bankruptcy proceeding, OCWD may, in its sole and absolute discretion, void the Agreement. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of OCWD.

1.8 **Compensation.** Contractor shall be compensated in accordance with the terms of Part V hereto (“Budget”). Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with OCWD representatives, and incidental costs incurred in performing under this Agreement. Contractor shall be compensated for actual costs incurred by subcontractors or other services, and no mark-up will be paid to contractor by OCWD. Unless otherwise specified in Part V, OCWD shall compensate Contractor on a time-and-materials basis at the rates listed in Part V. Contractor shall submit an invoice referencing this Agreement, the Work Order number, date and description of services performed, and the amount. OCWD shall pay the Contractor within 30 days of receipt of the invoice.

SECTION TWO: **INSURANCE AND INDEMNIFICATION**

2.1. **Insurance.** Without limiting Contractor’s indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subconsultants. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to
maintain pursuant to this Section 2.1.

2.1.1 **Insurance Coverage Required.** The policies and amounts of insurance shall be as follows:

a. **Commercial General Liability Insurance** - The Contractor shall provide and maintain commercial general liability insurance. The coverage for commercial general liability insurance shall be at least as broad as the following: Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Contractor shall maintain limits no less than the following: Two million dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer’s equivalent endorsement provided to OCWD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

b. **Automobile Liability Insurance** - The Contractor shall provide and maintain automobile liability insurance. The coverage for automobile liability insurance shall be at least as broad as the following: Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001) covering Symbol 1 (any auto). Contractor shall maintain limits no less than the following: One Million Dollars ($1,000,000.00) for bodily injury and property damage each accident limit.

c. **Workers Compensation and Employer’s Liability** - The Contractor and all subcontractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers’ compensation insurance, all of their employees working on or about the construction site, in accordance with the “Workers’ Compensation and Insurance Act”, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

d. **Professional Liability** - The Contractor shall provide coverage appropriate to the Contractor’s profession covering Contractor’s wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. The limits shall be no less than $1,000,000 per claim and annual aggregate.

e. **Environmental Impairment Liability** – The Contractor shall provide and maintain coverage appropriate for the hazardous material/waste activity contemplated in this Agreement.

2.1.2 **General Requirements.** Contractor’s insurance:

a. Shall be issued by an insurance company, which maintains an A.M. Best’s rating of “A, VII” or higher; unless otherwise approved by OCWD;

b. General Liability and Automobile Liability shall name the “OCWD, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter “OCWD and OCWD Personnel”) as additional insureds” and contain no special limitations on the scope of protection afforded to OCWD and OCWD Personnel. All insurance provided hereunder shall include the appropriate separate endorsement(s).

c. Shall be primary insurance and any insurance or self-insurance maintained by OCWD or OCWD Personnel shall be in excess of Contractor’s **OCWD AGREEMENT NO.*** ***
insurance and shall not contribute with it;

d. Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

e. Workers' Compensation and Employer's Liability shall be endorsed to state that the insurer shall waive all rights of subrogation against OCWD and OCWD Personnel, excluding Professional Liability;

f. Shall have project name and/or agreement number indicated on certificate; and

g. Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to OCWD by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

2.1.3 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by OCWD prior to the execution of this Agreement by OCWD.

2.1.4 Evidence of Coverage. CONSULTANT shall furnish OCWD with certificates of insurance with additional insured (Form 1010) including waiver of subrogation endorsement, demonstrating the coverage required by this Agreement, which shall be received and approved by OCWD not less than five (5) working days before work commences.

2.1.5 Workers Compensation Insurance – No Employees/Sole Proprietor. By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. Contractors and subcontractors will keep Workers Compensation Insurance for their employees in effect during all work covered by this Agreement.

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to OCWD in writing prior to OCWD's execution of this Agreement. OCWD and OCWD Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

2.2 Indemnification.

2.2.1 The parties mutually acknowledge that OCWD has retained Contractor to perform the tasks and services set forth in this Agreement based upon the special skills, expertise and experience of Contractor. Accordingly, in performing the tasks and services under this Agreement, Contractor shall use the skill and care that a highly specialized professional, with expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that Contractor retains subcontractors or subcontractors to perform any portion of any of the tasks or services under this Agreement, Contractor has a duty to OCWD to ensure that the tasks and services performed by such subcontractors or subcontractors meet the same professional level, skill and expertise expected of Contractor.
2.2.2 Except as set forth in subdivision 2.2.3, Contractor shall indemnify, defend (with legal counsel acceptable to OCWD) and hold harmless OCWD and the OCWD Personnel from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of Contractor’s performance of any tasks or services for or on behalf of OCWD, whether or not there is concurrent active or passive negligence on the part of OCWD and/or any OCWD Personnel, but excluding any Claims arising from the active sole negligence or willful misconduct of OCWD or any OCWD Personnel.

2.2.3 The provisions of this subdivision 2.2.3 apply only in the event that Contractor is a “design professional" within the meaning of California Civil Code section 2782.8(b). If Contractor is a “design professional" within the meaning of Section 2782.8(b), then, notwithstanding subdivision 2.2.2 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.6), Contractor shall defend (with legal counsel reasonably acceptable to OCWD), indemnify and hold harmless OCWD and OCWD Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Contractor’s performance of any task or service for or on behalf of OCWD under this Agreement. Such obligations to defend, hold harmless and indemnify OCWD or any OCWD Personnel shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of OCWD or such OCWD Personnel. To the extent Contractor has a duty to indemnify OCWD or any OCWD Personnel under this subdivision 2.2.3, Contractor shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor’s negligence, recklessness or willful misconduct.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county, municipal and OCWD ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor’s performance of the services required by this Agreement, and shall
indemnify, defend, and hold harmless OCWD against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against OCWD thereunder.

3.3 **Covenant Against Discrimination.** Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 **Independent Contractor.** Contractor shall perform all services required herein as an independent Contractor of OCWD and shall remain at all times as to OCWD a wholly independent Contractor. OCWD shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCWD. Neither Contractor nor any of Contractor’s employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the OCWD; and neither Contractor nor any of its employees shall be paid by OCWD time and one-half for working in excess of forty (40) hours in any one week. OCWD is under no obligation to withhold State and Federal tax deductions from Contractor’s compensation. Neither Contractor nor any of Contractor’s employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the OCWD harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.6 **Proprietary Information.** All proprietary information developed specifically for OCWD by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor’s underlying materials, software, or know-how, shall be the sole and exclusive property of OCWD, and are confidential and shall not be made available to any person or entity without the prior written approval of OCWD. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor’s services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to OCWD, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by OCWD.
3.7 Ownership of Data, Reports and Documents. The Contractor shall deliver to OCWD’s representative identified in Part I, at the end of the project, notes and surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of OCWD. The Contractor is not responsible to third parties of OCWD’s use of data, reports and documents on other projects. OCWD may use or reuse the materials prepared by Contractor in any manner desired without additional compensation to Contractor. Any work performed by Contractor under this Agreement shall be the property of OCWD.

3.8 Retention of Funds. Contractor hereby authorizes OCWD to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate OCWD for any losses, costs, liabilities, or damages suffered by OCWD, and all amounts for which OCWD may be liable to third parties, by reason of Contractor’s negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor’s obligations under this Agreement. OCWD in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of OCWD to exercise such right to deduct or withhold shall not act as a waiver of Contractor’s obligation to pay OCWD any sums Contractor owes OCWD.

3.9 Termination By OCWD. OCWD reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from OCWD, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to receipt of OCWD’s notice of termination and for any services authorized in writing by OCWD thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, OCWD may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by OCWD in retaining a replacement Contractor and similar expenses, exceeds the Budget.

3.10 Right to stop Work; Termination By Contractor. Contractor shall have the right to stop work only if OCWD fails to timely make a payment required under the terms of the Budget. Contractor may terminate this Agreement only for cause, upon thirty (30) days’ prior written notice to OCWD. Contractor shall immediately cease all services hereunder as of the date Contractor’s notice of termination is sent to OCWD, except such services as may be specifically approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to OCWD and for any services authorized in writing by OCWD thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor’s willful misconduct, the terms of Section 3.9 relating to OCWD’s right to take over and finish the work and Contractor’s liability therefor shall apply.
3.11 **Waiver.** No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party’s consent to or approval of any act by the other party requiring the party’s consent or approval shall not be deemed to waive or render unnecessary the other party’s consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

3.12 **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

3.14 **Attorneys’ Fees.** In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including but not limited to reasonable attorney’s fees, expert witness fees and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney’s fees and costs from the other party to this Agreement.

3.15 **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of OCWD or Contractor, including but not restricted to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation and/or acts of any governmental agency, including OCWD, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, OCWD shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of OCWD such delay is justified. OCWD’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCWD for any delay in the performance of this Agreement, however caused. Contractor’s sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 **Non-liability of OCWD Officers and Employees.** No officer, official, employee, agent, representative or volunteer of OCWD shall be personally liable to
Contractor, or any successor in interest, in the event of any default or breach by OCWD, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflict of Interest. No officer, official, employee, agent, representative or volunteer of OCWD shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is interested, in violation of any Federal, State, or OCWD statute, ordinance, or regulation. The Contractor shall not employ any such person while this Agreement is in effect.

3.18 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a sole proprietor, then prior to signing the Agreement, Contractor shall provide to the OCWD a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the OCWD will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. Upon request by OCWD, Contractor shall prepare and submit to OCWD any reports concerning Contractor’s performance of the services rendered under this Agreement. OCWD shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor’s performance of this Agreement. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of OCWD and shall be delivered at no cost to OCWD upon request of OCWD or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of OCWD. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and OCWD shall have access to such records upon 48 hours notice.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the OCWD shall be delivered to the following address, to the attention of the OCWD Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:
To OCWD
Representative: Orange County Water District
P. O. Box 8300
Fountain Valley, CA 92728-8300

All invoices shall be properly identified with the corresponding Agreement No. and sent to the address shown below:

Invoices Only: Orange County Water District
Attention: Accounts Payable
P. O. Box 20845
Fountain Valley, CA 92728-0845

Notices to Contractor shall be delivered to the address set forth below Contractor’s signature on Part I of this Agreement to the attention of Contractor’s Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement (“Special Provisions”).

4.7 Precedence. In the event of any discrepancy between Part I (“Fundamental Terms”), Part II (“General Provisions”), Part III (“Special Provisions”), Part IV (“Scope of Services”), and/or Part V (“Budget”), Part III shall take precedence and prevail over Parts I, II, IV and V; Part II shall take precedence and prevail over Parts I, IV and V; Part IV shall take precedence and prevail over Parts I and V; and Part V shall take precedence over Part I.

OCWD AGREEMENT NO. ***

-12-
PART III
SPECIAL PROVISIONS

A. Section 2.1.1.a. Commercial General Liability Insurance, from PART II GENERAL PROVISIONS is deleted in its entirety and replaced with the following:

    “a. Commercial General Liability Insurance  The Contractor shall provide and maintain commercial general liability insurance. The coverage for commercial general liability insurance shall be at least as broad as the following: Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Contractor shall maintain limits no less than the following: Ten million dollars ($10,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer’s equivalent endorsement provided to OCWD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.”

B. Section 2.1.1.d Professional Liability, from PART II, GENERAL PROVISIONS, is deleted in its entirety.

C. Section 2.1.1.e Environmental Impairment Liability from PART II, GENERAL PROVISIONS is deleted in its entirety.

D. The Contractor shall comply with the Prevailing Wage Requirements of Exhibit B, added in its entirety. Please note Contractor shall forward Certified Payroll Records to the Project Manager on a weekly basis – no exceptions.

E. The Contractor shall comply with the State Law Mandated Contract Provisions of Exhibit C, added in its entirety.
PART IV
SCOPE OF SERVICES

A. Services shall be performed in accordance with Exhibit A, *** dated ***.
PART V
BUDGET

A. OCWD shall compensate Contractor in accordance with *** dated *** for a not-to-exceed fee of $***.
EXHIBIT B
Specifications for Physical Access Control System (PACS)
Hardware and Software
PART 1 GENERAL SPECIFICATIONS

1.1. GENERAL REQUIREMENTS

A. Coordination
   1. Coordinate with owner regarding camera network configuration and estimated bandwidth usage prior to connection of cameras to owner’s network.

B. Scalability
   1. System shall be scalable, expandable and capable of communication with OCWD’s existing third party fire alarm panels and security panels.

1.2. SUBMITTALS

Submittals described in this section shall be submitted by the Contractor with the original bid.

A. Product Data
   1. Submit manufacturer technical specifications, typical installation drawings, system overview drawings and sample images of items included in this section.

B. Proposal Delta
   1. It is the duty of the contractor to provide a working system. Any omissions or errors or differences between this document and the contractor’s submitted proposal shall be clearly outlined in a separate document labeled “[VENDOR NAME] Proposal Deltas”.

C. Qualification Statements
   1. Manufacturer
      a. Submit confirmation and details of manufacturer’s warranty, extended warranty, and replacement policies.

   2. Contractor
      a. Submit references with contact information where contractor has installed items in this section.
      b. Submit confirmation that installer who will install or supervise installation of this equipment has received manufacturer training and is certified by the manufacturer on this equipment and that the training the installer received is current.
1.3. QUALITY ASSURANCE

A. Qualifications

1. Manufacturer
   a. Manufacturer shall have been in business for more than 5 years.

2. Installers
   a. All camera installation, configuration, setup, program and related work shall be performed by authorized integrators/electronic technicians certified by the manufacturer.
   b. Certification for authorized integrators/electronic technicians shall include, at a minimum, the installation and service of the equipment provided.

1.4. WARRANTY

A. All equipment provided shall include a minimum manufacturer parts and labor warranty of:

   1. 36 months for all Computing/COTS equipment
   2. 12 months for all field hardware
   3. During the warranty period, manufacturer shall provide direct support to the owner via web, phone and email, access to training and education in the form of documents, videos and other materials via the web from a secure site.

B. The Contractor shall provide a single written document outlining the warranty of the manufacturer(s) product and the contractor’s installation, on a single document. The document shall warrant complete installation of all services and equipment to be free from defects in materials and workmanship for a period of no less than two (2) years, starting with the date of Final System Acceptance.

C. Contractor shall provide any software maintenance patches and version updates or upgrades at no-additional cost to Owner for a period of at least two (2) years.

D. The Contractor will provide a cost budget for up to five (5) years for the maintenance and upgrades to the system. The budget must clearly define all contractor and manufacturer costs expected.
PART 2 PRODUCTS

2.1. PHYSICAL ACCESS CONTROL SYSTEM (PACS) APPLIANCE OVERVIEW

A. Compatibility
   1. The PACS Appliance shall be capable of integration with the VMS proposed as part of this RFP.
   2. The system must be scalable, expandable, and capable of communication with EST 3 fire alarm panels and third party security panels;
   3. System must be tightly integrated via application programming interfaces and software development kits.
   4. System must be able to communicate bi-directionally.
   5. System must be able to function autonomously during a failure of one of the components.
   6. System must be delivered as a “turnkey” solution and deployed as a cohesive solution.

B. Acceptable Manufacturer:
   1. Avigilon, Lenel, Genetec, AMAG or approved equal

C. System Description
   1. The PACS solution shall be an IT standards compliant, fully featured PACS Enterprise Appliance.
   2. User access to the PACS shall be web based.
   3. The PACS Appliance shall be an independent dedicated server.
   4. The PACS Appliance shall be a true network hardware appliance with all software applications preinstalled built upon a hardened network appliance using LDAP compliant directory structure.
   5. The PACS Appliance shall automatically manage updates to operating system service packs, license seats, and virus controls.
   6. The PACS Appliance and solutions shall use industry standard TCP/IP network infrastructures to communicate with, but not limited to: All PACS Appliances, Enterprise Intelligent Field Hardware Controllers, and Browser based workstations
   7. The PACS Appliance shall be comprised of industry standard pre-installed components including:
      a. An embedded operating system using an open source kernel.
c. Software to allow users to easily search, monitor, and analyze all PACS transaction data from any PACS Appliance across the enterprise.
d. A Web server
e. PACS application software.

8. All set up, maintenance and interaction with the system shall be accomplished with no interaction with the operating system or directory structure.

9. The PACS Appliance shall act as the central repository for all system configuration and activity.
   a. Interfacing with the PACS Appliance shall be via a web browser only.
   b. A separate database server with a unique operating system and database server shall not be acceptable.

10. The PACS Appliance shall provide browser-based accessibility to all Appliance applications, without a dedicated client workstation. The following industry standard web browsers shall be supported:
   a. Mozilla Firefox
   b. Google Chrome
   c. Apple Safari
   d. Internet Explorer

11. The PACS Appliance shall support industry standard field hardware platforms, including but not limited to:
   a. Mercury Security’s access control product line
   b. Vertx’s access control product line
   c. HID Physical Access Control Solutions
   d. Existing locks door

12. The PACS Appliance architecture shall enable distributed decision making at the enterprise intelligent field hardware controllers.
   a. The PACS Appliance architecture shall enable complete functionality when communication is lost between an Appliance and its associated enterprise intelligent field hardware controllers.
   b. During downtime, the enterprise intelligent field hardware controllers shall maintain an audit log of all activity that occurs and shall upload this data to the PACS Appliance once normal communications is restored.

13. The PACS architecture shall provide scalability to support the addition of:
   a. Card readers and/or input/output points
   b. Additional PACS Appliances
   c. Enterprise intelligent field hardware controllers
   d. VMS
14. The EPACS shall support integration with 3rd party subsystems through use of its collaboration interface. These systems shall include but not limited to:
   a. Integrated Access Management (IAM) systems,
   b. Security Information and Event Management (SIEM) systems,
   c. 3rd party IT and business systems, including but not limited to
      1) Oracle RDBMS
      2) Microsoft SQL Server
   d. The PACS shall be able to pull information into its directory structure and push events out to 3rd party systems.

15. The PACS shall provide single software based license key that resides on each enterprise PACS Appliance to control licensed features and/or components.
   a. Software licenses shall be upgradable and/or amendable via email or download from the manufacturer’s secured web site.
   b. The PACS Appliance shall support a minimum of 10 concurrent client connections.
      1) Individual license keys for traditional client workstations and/or physical hardware license keys shall not be required.

16. The PACS Appliance shall support seamless, forward compatible upgrades of the PACS application software.
   a. All systems of the same generation shall be upward compatible
   b. Access control field hardware devices shall be scalable

17. The PACS Appliance shall be hardened to safely secure all communications and data.
   a. Data communicated over the network to/from the PACS Appliances and the web browser workstations shall be secured via at least SSL 128-bit encryption.
   b. PACS Appliance backups shall be encrypted using AES Encryption.
   c. PACS Appliance backs up to USB Storage Device, Windows shared directory or network shared folder, Disk-to-Disk (D2D) Backup appliance, tape or tape library utilizing COTS backup software.
   d. All passwords required to login to the PACS Appliance shall be encrypted within the Open LDAP directory structure.

2.2. PHYSICAL ACCESS CONTROL SYSTEM (PACS) APPLIANCE SOFTWARE

A. Access Control Functionality
   1. PACS software shall be capable of integration with the VMS proposed as part of this RFP.
   2. The PACS shall track and keep a comprehensive log of all alarm and event activity.
3. Alarm and Event Attributes:
   a. The PACS shall allow Administrators to configure how each alarm and event is announced in the Alarm Monitor window.
   b. The Event Listing window shall list all alarms and events with their associated event type and trigger source.

4. For each alarm and event in the system, Administrators shall have the option to:
   a. Rename the alarm or event
   b. Name the “return to normal” status for the alarm or event.
   c. Assign a default event type for the alarm or event.
   d. Display the alarm or event in the Alarm Monitor.
   e. Mask the alarm or event from displaying in the Alarm Monitor.
   f. Display text instructions that shall guide the Operator in responding to the alarm.
   g. Automatically send an email message.
   h. Have the alarm display in alarm priority. A minimum of 99 priorities shall be supported.
   i. Set the priority of the alarm or event, as well as its associated “return to normal” event priority.
   j. Automatically launch the video player if video is linked to the alarm or event.
   k. Store alarm or event information.
   l. Create a schedule to enable/disable global events, which include but not limited to:
      1) Shunt/un-shunt doors
      2) Mass denial of credentials (“lock down”)

5. Alarm and Event Logging - All alarms and events shall be logged according to the PACS Appliance's internal data storage logging structure.

6. Offline Alarm/Event Queue - The PACS shall queue alarms and events that occur:
   a. While the PACS software is offline
   b. When an Operator is not logged into the PACS software.

7. Upon logging in and accessing the Alarm Monitor window, all queued alarms and events shall be reported in the Alarm Monitor for Operator action.

8. Access Groups – An access group shall consist of card reader and schedule combinations.
   a. Access groups shall consist of any number of card readers assigned to a single schedule.
   b. Any card reader shall have the ability to belong to one or more access groups.
c. The PACS shall allow credential holders access to secure areas based on:
   1) Card reader
   2) Time
   3) Day

d. The PACS shall support a minimum of:
   1) 255 access groups per intelligent enterprise controller
   2) Access groups can be assigned to each credential holder per intelligent enterprise controller, and shall optionally be selectable up to:
      a) 8 total
      b) 16 total

e. Access groups shall support names with up to 50 alphanumeric characters.

9. Schedules – The PACS shall support the creation of schedules.

10. The PACS shall allow specific dates and/or date ranges to be designated as holidays.

11. Recent Door Transactions - The PACS shall provide a form listing the most recent transaction activity associated with a door, without having to run a report.

12. Door Summary and Status Page - The PACS shall support a Door Summary and Status Page that shall display a list of all doors defined in the system.

13. Buttons in the Graphical User Interface shall be available to control the operational state of the door including:
   a. Disable, Lock, Unlock, Grant, and Restore.

14. The Door Summary and Status Page shall be filtered by Door Group or by other searchable criteria.

15. Card Reader Scheduled Mode Overrides - The PACS shall support the ability for card reader modes to be overridden from the standard mode on a scheduled basis. At the end of the scheduled override, the card reader shall return to its default standard mode.

16. Pre-Alarm - The PACS shall support a door held open pre-alarm capability. When a door has been held open for a pre-determined amount of time after a valid access grant, a local audible annunciation shall alert the credential holder to close the door. Failure to close the door between the pre-alarm annunciation and the configured door held open time shall generate an alarm at the Alarm Monitor. Pre-Alarm setting shall be distinct for each door.
17. Inputs shall include any enterprise Intelligent Field Controller level event.

B. Identity Management Functionality

1. Identity Management Integration - The PACS shall offer an integrated Identity Management and Enrollment functionality as part of the core system functionality.
   a. The Identity management and enrollment module of the application shall not be written by a 3rd party source.

2. Data Import - The PACS shall have the ability to import Identity records and their associated image in a standard jpeg format.

3. The PACS shall provide a pre-configured import utility, using standard Comma Separated Value (.csv) files that shall allow the import of Identity information based on the factory shipped data fields.

4. Identity Enrollment - The PACS shall allow individual enrollment of identities. Each Identity shall allow entry of required and optional fields.

5. A Token shall be created and assigned during enrollment.
   a. For each Token, credentials shall include, but not be limited to:
      1) a Badge ID
      2) Embossed number as required.
      3) Activation and deactivation date
   b. Optional credential parameters shall include, but not be limited to:
      1) Adding token to a Group during enrollment.
         a) A Group may have predefined Role and Policy Settings that will drive the configuration of the Identity information.
      2) Expiration of the credential due to non-use. The Credential can be set to expire if not used within a certain timeframe. The parameters shall include, but not be limited to:
         a) System wide for every credential
         b) Variable parameters per individual or access level
         c) Individual or access levels can be exempt from expiration
         d) Scheduled time for expiration due to non-use shall be at least 1 year from date of activation.

6. During Enrollment, the Identity's image shall be captured or loaded in from a JPEG file format and a badge template shall be assigned.

7. Credential Re-Issuance -
   a. The Operator shall be able to deactivate the existing credential by marking it Lost, Stolen, Etc.
   b. The PACS shall be able to use the existing Identity information and photo for the new credential without requiring re-enrollment of the credential holder.
   c. The re-issuance process shall automatically
1) Remove access rights from the deactivated Token
2) Enable those same rights in the new Token;
3) Automatically send the appropriate changes to the Intelligent Enterprise Controllers.

   a. A Role shall then be assigned to an Identity during enrollment.
   b. Each Identity may have up to 8 Access Groups assigned to their record per Intelligent Enterprise Controller through the assignment of one or more Roles to their record.

9. Access Groups Modifications or Assignments shall be automatically downloaded to the appropriate Intelligent Enterprise Controllers

10. Roles - The PACS shall support a Role Based permission methodology to be used in conjunction with Identities.

11. Image Capture Device - The PACS shall support IP based cameras for Photo Capture.
   a. Configuration settings for IP cameras, as well as viewing a live and still image of a person shall be user configurable.

12. Additionally, the PACS shall support the ability to import industry standard JPEG photos from digital cameras or other image capture sources.

13. Token Activation and Deactivation Dates - The PACS shall support activation and deactivation dates for all Tokens created.
   a. A Token shall have the ability to be configured to activate at a future date from time of creation.
   b. When a Token reaches its deactivation date/time, the PACS shall automatically deactivate and eliminate the access rights associated with the Token.
   c. Should the Identity become authorized for access again, new access rights shall be applicable to the same Token, and re-issue shall not be required.

14. Token Audit Trail - The PACS shall keep an on-line record of all Tokens issued to an Identity.

15. Revoke Credential Access - The PACS shall allow Operators to revoke access privileges from a credential holder by updating that credential holder’s Token status.

16. User Defined Fields - The PACS shall support the ability to add additional Identity Based forms to support User Defined Fields.
17. Badge Layout Tool - The PACS shall support a tool to allow for the custom creation of Identity/Token Badge Layouts.

18. The PACS shall support any size badge provided the printer used for badge creation supports the desired badge size.

C. Alarm and Event Monitoring

1. E-Mail Capabilities - The PACS shall support integrated e-mail capabilities.
   a. The PACS shall be able to generate an email message to send to one or more recipients upon a generated alarm or event.
   b. The e-mail function shall interface with any E-mail Server that uses SMTP as its protocol.

2. The PACS shall support real-time system status that depicts all field hardware devices configured.

3. The PACS shall allow Operators to affect the access mode of card readers, open doors, mask/unmask alarm inputs, and activate/deactivate/pulse an output from the system user interface. The PACS shall also allow Operators to affect the access mode of multiple devices with a single action by selecting multiple devices and then performing the command.


5. The PACS Administrator shall have the ability to place system icons including card readers, input & output points, video cameras, and other access control field hardware to indicate their location in the facility.

6. Zoom capabilities shall be available to provide closer or farther views of the area. From the Map, operators shall be able to:
   a. Acknowledge an alarm
   b. Change the Access Mode of Readers
   c. Mask/Unmask Inputs
   d. Pulse, Set ON/OFF of Relay outputs
   e. Launch a Video “Window”

7. Operator Session Timeout / Logout - The PACS shall support an Auto Logout feature that shall allow the system to automatically log an Operator out of the system after a period of inactivity. Auto logout timeout choices shall include a range of 10 minutes through Indefinite – a selection that will not log out and Operator regardless of inactivity length.

8. Software Based Licensing - The PACS shall support a software based License Enforcement model.
a. A hardware key or dongle shall not be required for controlling licensed features and functionality.

9. PACS Appliance Diagnostic Information - The PACS shall support the ability to analyze real time diagnostic information for each PACS Appliance. At a minimum, diagnostic data shall include the number of days online, current load, memory, disk space usage, and network communications data.

10. On-Line, Context Sensitive Help - The PACS shall support on-line, context sensitive help to assist system users in the operation of the system.

11. Operator Accounts - The PACS shall support Operator Accounts.
   a. Each Operator Account shall require a unique user name password to access the system.
   b. Each Operator Account shall also be assigned a Role, which shall determine the permission level for that account, thus controlling what functions the Operator can perform in the system.
   c. All modifications to an Operator Account shall be reported to the Event Monitor and logged to the LDAP directory structure for audit and reporting processes.
   d. The PACS shall support as many Operator Accounts as configured identities.

12. Groups - The PACS shall support Grouping of parameters for ease of configuration. Grouping concepts should include, but not be limited to:
   a. Roles,
   b. Field Hardware Devices,
   c. Policies.

13. The PACS shall support a set of standard reports that can be modified available in PDF or spreadsheet format. Additionally, the PACS should provide for quick reports, custom reports and/or ad-hoc reporting.

14. Remote Support - The PACS shall allow Remote Support Capability to allow VAR or Manufacturer, based on Customer permission, to access Customer’s PACS Appliance for:
   a. Troubleshooting,
   b. Diagnostics,
   c. Load review,
   d. Assistance with configuration.

15. PACS shall offer the ability to obtain software log data out of the system PACS Appliance Logs for further application support.

16. Software Updates - The PACS shall support updates via downloading from the manufacturer web site, or receiving via email the update files.
a. No physical interaction with the PACS Appliance shall be required to perform a successful update or upgrade to the system software.

17. System Backups - The PACS shall have the ability to backup and restore the LDAP directory structure.
   a. Backups shall run concurrently with the rest of the system and shall not require all Operators to log out of the PACS.
   b. Backups shall include transaction data and system configuration data.

18. System Data Logs - The PACS shall support system data logs to assist with diagnostics and troubleshooting.

D. Video Management System (VMS) Integration

1. Integration with VMS - The PACS shall support digital video integration with the VMS system included with the vendor’s proposal.
2. The PACS shall support video recording by NVRs, NVMS, VMS, and DVRs.
3. The digital video servers shall be integrated with the PACS Alarm Monitors such that at a minimum:
   a. Alarms generated by the PACS shall link to video; both live and recorded, on the video management system (VMS).
   b. Any alarm/event in the PACS shall have the ability to be associated with a digital video clip in real time.
   c. Each alarm/event in the PACS shall trigger the VMS to store:
      1) A pre-defined: number of seconds of video before and after the event occurred

4. LAN/WAN Connectivity - The PACS shall support connectivity for streaming live video of a camera or for reviewing stored recorded video of alarm or event activity in the Alarm Monitor across datacom networks including but not limited to:
   a. LAN/VLAN/WLAN (Local Area Network/Virtual LAN/Wireless LAN)
   b. WAN (Wide Area Network)
   c. MAN (Managed Area Network)
   d. VPN (Virtual Private Network)

5. Device Association - Each access control field hardware device that is configured in the PACS shall have the ability to be associated with a camera from the VMS.
6. Pan/Tilt/Zoom Command Functionality - The PACS shall support pan / tilt / zoom (PTZ) controls from the Alarm Monitor. Supported command settings shall be available for:
7. Video Motion Detection Alarms - The PACS shall report video motion detections alarms such that
   a. When a monitored camera senses motion in its range of site, it will report a “Motion Detection” alarm to the PACS Alarm Monitor.
b. When the camera no longer senses motion, it will report a "Motion Detection Restored" alarm to the PACS Alarm Monitor.

8. Video Motion Detection Event Smoothing - The PACS shall allow Video Motion Detection Event smoothing that shall assist in eliminating the generation of multiple motion detection alarms due to an object repeatedly and quickly entering and exiting a camera’s field of view.

9. VMS Event Reporting - The PACS shall support following incoming VMS events:
   a. Panel Offline/NORMAL Panel Offline. This event shall report connection losses and restores of the digital video servers]
   b. Motion Detection / No More Motion Detected. This event shall report motion events from cameras on the VMS.]
   c. Video Loss / Video Restored. This event shall report connection losses and restores of analog cameras connected to the VMS.]
   d. Connection Loss / Connection Restored. The event shall report connection losses and restores of IP Cameras connected to the VMS server.]

10. Video Motion Detection Event Masking - The PACS shall have the ability to mask video motion detection events on a per camera basis.

11. Off-line Alarms - Should a VMS Server or any associated cameras go off-line, a specific alarm shall be sent to the PACS Alarm Monitor.

12. Still Image View - During playback of recorded video, the Operator shall use the Pause button to create a still picture. This operation shall not affect any other operation and shall not alter the recorded video.

13. Video Icons - The PACS shall support video icons. Alarms that enter the Alarm Monitor generated by a device that has an associated camera shall display an icon next to the alarm to alert the Operator that video is associated with the alarm.

14. Video Server / Video Camera Status Listing - The PACS shall support a status listing page that shall list the connection status of all configured video servers and cameras.

E. 3rd Party Collaboration

1. The PACS shall support a Collaboration utility that shall allow for real-time or scheduled transfer of information, including images and events, between the PACS and 3rd party IT, Security, and other systems.
PART 3 EXECUTION

3.1. PREPARATION

A. Prior to installation, the IP Access Control System shall be configured and tested in accordance with the manufacturer’s instructions.

3.2. INSTALLATION

A. Install system in accordance with manufacturer’s instructions.

B. Perform all work in accordance with acknowledged industry and professional standards

C. Clean Up
   1. Work sites shall be left neat and orderly upon completion of work daily and upon final completion. Any areas damaged during installation shall be restored to their original condition to the satisfaction of OCWD’s Project Representative.

3.3. SYSTEM SOFTWARE

A. Develop, install, and test software and databases for the complete and proper operation of systems involved. Assign software license to Owner.

B. The Contractor is responsible for the entire programming and setup of the system such that no additional programming is required. Programming shall include the setup of all available features of the software.

C. Perform a full system back-up at completion of initial programming and deliver the configuration to the Owner.

D. Perform field software changes after the initial programming session to “fine tune” operating parameters and sequence of operations based on any revisions to the Owner’s operating requirements.

3.4. CLOSEOUT ACTIVITIES

A. As-Built Drawings
   1. Provide as-built Access Control Plans and Access Control Interconnection Diagrams showing locations of all doors, card readers, door locks, exit sensors, hand sensors, and controllers

B. Training
   1. Provide training for up to 30 OCWD employees.
   2. Training topics shall include card programming, card printing, user group creation, user parameter assignment, data access, data reporting, remote
access, server/software operation and maintenance, and door hardware operation and maintenance.

End of Section
EXHIBIT C
Santiago Video Monitoring System (VMS) Requirements
1.1. GENERAL REQUIREMENTS

A. Coordination

1. Coordinate with owner regarding camera network configuration and estimated bandwidth usage prior to connection of cameras to owner’s network.

B. Scalability

1. VMS shall be scalable, expandable and capable of communication with OCWD’s existing third party fire alarm panels and security panels.

1.2. SUBMITTALS

Submittals described in this section shall be submitted by the Vendor with the original proposal.

A. Product Data

1. Submit manufacturer technical specifications, typical installation drawings, system overview drawings and sample images of items included in this section.

B. Proposal Delta

1. It is the duty of the contractor to provide a working system. Any omissions or errors or differences between this document and the contractor’s submitted proposal shall be clearly outlined in a separate document labeled “[VENDOR NAME] Proposal Deltas”.

C. Qualification Statements

1. Manufacturer

   a. Submit confirmation and details of manufacturer’s warranty, extended warranty, and replacement policies.

2. Contractor

   a. Submit references with contact information where contractor has installed items in this section.

   b. Submit confirmation that installer who will install or supervise installation of this equipment has received manufacturer training and
is certified by the manufacturer on this equipment and that the training the installer received is current.

1.3. QUALITY ASSURANCE

A. Qualifications
   1. Manufacturer
      a. Manufacturer shall have been in business for more than 5 years.
   2. Installers
      a. All camera installation, configuration, setup, program and related work shall be performed by authorized integrators/electronic technicians certified by the manufacturer.
      b. Certification for authorized integrators/electronic technicians shall include, at a minimum, the installation and service of the equipment provided.

1.4. WARRANTY

A. All equipment provided shall include a minimum manufacturer parts and labor warranty of:
   1. 36 months for all Computing/COTS equipment
   2. 12 months for all field hardware
   3. During the warranty period, manufacturer shall provide direct support to the owner via web, phone and email, access to training and education in the form of documents, videos and other materials via the web from a secure site.

B. The Contractor shall provide a single written document outlining the warranty of the manufacturer(s) product and the contractor’s installation, on a single document. The document shall warrant complete installation of all services and equipment to be free from defects in materials and workmanship for a period of no less than two (2) years, starting with the date of Final System Acceptance.

C. Contractor shall provide any software maintenance patches and version updates or upgrades at no-additional cost to Owner for a period of at least two (2) years.

D. The Contractor will provide a cost budget for up to five (5) years for the maintenance and upgrades to the system. The budget must clearly define all contractor and manufacturer costs expected.
PART 2 PRODUCTS

2.1. VIDEO MONITORING SYSTEM (VMS) APPLIANCE OVERVIEW

A. General
1. The VMS SHALL be scalable and expandable
2. The vendor SHALL provide and install a new system that provides integrated camera surveillance, intrusion detection and security lighting of the Santiago Canyon site.
3. The VMS SHALL include a separate VMS appliance that integrates with the PACS appliance included with this proposal.
4. The VMS SHALL be capable of remote monitoring and SHALL be scalable, upgradable, and expandable to other sites;
5. The VMS manufacturer SHALL have been in business manufacturing similar products for at least 5 years.
6. The Contractor SHALL ensure that all equipment is UL listed or equivalent and that all equipment, systems, and materials furnished and installed are in accordance with the applicable standards of NEC and NFPA codes
7. The VMS SHALL be tightly integrated via application programming interfaces and software development kits.
8. The VMS SHALL be able to function autonomously during a failure of one of the components.
9. The VMS SHALL be delivered as a “turnkey” solution and deployed as a cohesive solution.

B. Compatibility
1. The VMS SHALL be IP based
2. The VMS SHALL integrate with the PACS proposed as part of this RFP;
3. The VMS SHALL utilize the existing OCWD data network infrastructure.
4. The VMS SHALL be capable of communication with third party security panels;
5. Each primary system component (camera system, lighting, intrusion alarm) SHOULD be the standard product of one manufacturer,
6. The VMS SHALL utilize industry standard formats for all video capture, compression, encryption and streaming protocols (e.g. H.264, AES, RTSP)
7. The VMS SHALL not utilize any proprietary protocols which would prevent future operation of the system with appropriate third party software
8. The VMS SHALL not interfere with other data streams or equipment on the network (e.g. SCADA)

9. The VMS control software SHALL operate on standard Windows 7, Windows 8, and Windows 10 operating systems

10. The Contractor SHALL not data lock any equipment to prevent OCWD personnel, or OCWD authorized contractors, from editing or revising system programming

11. VMS hardware SHALL be modular where possible, utilizing standard “plug-and-play” connectors (e.g. Ethernet)

C. VMS Functionality

1. The VMS SHALL be able to communicate bi-directionally.

2. The VMS SHALL be capable of operating primarily in an automatic mode and not normally require operator intervention unless an event occurs

3. The VMS SHALL provide, at the minimum, surveillance camera coverage of all critical locations at the site and surrounding area of all critical locations (floating pump platform, entire pipeline (including floating section), pump house, and two vehicle entry points)

4. The VMS SHOULD provide two or more views, from differing angles, of each critical area (floating pump platform, entire pipeline (including floating section), pump house, and two vehicle entry points)

5. The camera surveillance system SHALL be digital and provide a digital pan and zoom capability

6. The VMS SHOULD utilize wide-angle lenses

7. The VMS SHOULD provide a listening capability

8. The VMS SHALL provide integral IR camera lighting and provide visible security lighting at the critical locations on the site

9. The VMS SHOULD provide both standard and motion-activate high intensity visible light units around select critical locations, entry points and approach paths

10. The VMS SHALL include an intrusion detection function capable of detecting an intruder when within a certain distance of a critical location at the site, and when certain perimeter areas have been breached (e.g. vehicle gates)

11. The VMS SHALL provide an alert function for the intrusion alarm system to a remote OCWD operations center and/or to a remote third party monitor

12. The VMS SHALL provide an audible alarm function at the site

13. The VMS MAY include a public address function at the site
14. The VMS SHALL provide the capability for a remote OCWD operations center and/or a remote third party monitor to view any video feed from the site in real time and provide the capability for a remote OCWD operations center and/or a remote third party monitor to utilize system functionality in real-time (e.g. digital zoom, pan, image freeze, or archived footage search)

15. The VMS SHALL integrate alarm and video functions to provide an automatic video feed from the appropriate camera based on alarm activation location

16. The VMS SHALL provide a method for software patching and upgrades which does not require the system to be placed off-line

17. The VMS SHALL allow for both automatic and manual configuration modes to adjust settings and status of alarms and other functions remotely

18. The VMS SHOULD provide the capability for remote viewing of video feeds in real-time from handheld mobile devices (e.g. iPad or similar)

19. The VMS SHALL use camera analytics to provide some or all intrusion alarm functions (capabilities must be documented in detail in the RFP)

20. The intrusion alarm system SHOULD include an automatic discrimination function of some type in order to minimize false alarm rates and MAY incorporate advanced analytics features, such as direction of movement or object type

21. The VMS SHALL provide the capability to print and email a screen image capture in an industry standard format (e.g. JPEG), including date, time and location data displayed on the image

22. The VMS SHALL provide a digital search function of recorded video, which includes search by date/time, location, and event

23. The VMS SHALL be secure from malicious cyber intrusion and interception, both at the site and during transfer of data, utilizing encryption where necessary

24. The VMS MAY utilize wireless connectivity, however appropriate wireless security protocols must be documented

25. All VMS components SHALL be hardened against physical damage, theft or manipulation

26. The VMS SHOULD utilize Power over Ethernet (PoE) hardware where applicable

27. The VMS SHOULD store all recorded data off site, with recorded data stored onsite as backup

28. Recorded data SHALL include time indexed event occurrences (i.e. alarm activations)
29. The VMS MAY include a backup means of communication for certain system functions

D. System Performance Requirements

1. The VMS SHALL operate in daylight, artificial lighting and complete darkness conditions

2. The VMS SHALL operate in all weather conditions, and system components SHALL be weather proofed to the appropriate MIL or UL standard

3. The VMS SHALL provide high definition video from all feeds

4. The VMS cameras SHALL provide the ability for an operator to visually identify a face or read a vehicle license plate out to at least 100’ in all lighting conditions in real-time or from recorded video (i.e. utilizing digital zoom only) and SHOULD provide the ability for an operator to visually identify a face or read a vehicle license plate out to at least 150’ in all lighting conditions in real-time or from recorded video (i.e. utilizing digital zoom only)

5. The VMS cameras SHALL capture all video at no less than 15 frames per second, or be otherwise able to provide acceptably smooth motion video

6. The VMS SHALL provide intrusion detection capability for a man-sized object out to at least 100’ from each critical location, including the entire pipeline and SHOULD provide intrusion detection capability for a man-sized object out to at least 200’ from each critical location, including the entire pipeline

7. The VMS SHALL utilize no more than 3 Mbps of peak bandwidth, either upstream or downstream, during normal daily operations

8. The VMS SHALL utilize no more than 5 Mbps of peak bandwidth, either upstream or downstream, during a security alert

9. The VMS SHALL retain all recorded data for at least 30 days, including all video feeds at full quality

10. The VMS SHALL provide a power backup capability for essential functions (intrusion detection and cameras) for at least 3 hours

E. Expandability Requirements

1. The Contractor SHALL provide a detailed explanation as to the local scalability of their proposed system (i.e. adding additional cameras or sensors at a later date)

2. The Contractor SHALL provide a detailed explanation as to the upgradeability of their proposed system (i.e. adding additional software functionality, improvements, or compatibility at a later date)
3. The Contractor SHALL provide a detailed explanation as to whole system expandability (i.e. ability to integrate additional sites into the system)

PART 3 EXECUTION

3.1. PREPARATION

A. Prior to installation, the Video Monitoring System shall be configured and tested in accordance with the manufacturer’s instructions.

3.2. INSTALLATION

A. Install system in accordance with manufacturer’s instructions.

B. Perform all work in accordance with acknowledged industry and professional standards

C. Clean Up
   1. Work sites shall be left neat and orderly upon completion of work daily and upon final completion. Any areas damaged during installation shall be restored to their original condition to the satisfaction of OCWD’s Project Representative.

3.3. SYSTEM SOFTWARE

A. Develop, install, and test software for the complete and proper operation of systems involved. Assign software license to Owner.

B. The Contractor is responsible for the entire programming and setup of the system such that no additional programming is required. Programming shall include the setup of all available features of the software.

C. Perform a full system back-up at completion of initial programming and deliver the configuration to the Owner.

D. Perform field software changes after the initial programming session to “fine tune” operating parameters and sequence of operations based on any revisions to the Owner’s operating requirements.

3.4. CLOSEOUT ACTIVITIES

A. As-Built Drawings
   1. Provide as-built Video Monitoring System Plans showing locations of all cameras, recorders, and other hardware.

B. Training
   1. Provide training for up to 30 OCWD employees.
2. Training topics shall include user parameters, video access, remote access, server/software operation and maintenance, and camera hardware operation and maintenance.

End of Section