

**CITY OF TRACY
PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS (RFP)
FOR
SECURITY & FIRE ALARM SYSTEMS AND MONITORING**



RFP ISSUED:
October 23, 2025

For complete information regarding this project, see RFP posted at
www.cityoftracy.org/government/rfp-notices or contact the person listed below.

Thank you for your interest!

Contact Person: Jim Thompson, Operations Superintendent Internal Services
Phone Number: (209) 831-6300
Email Address: publicworks@cityoftracy.org

SUBMITTAL DUE:
November 6, 2025, at 2 p.m. (Pacific Standard)
Public Works Department
ATTN: Jim Thompson, Operations Superintendent Internal Services
520 S Tracy Blvd
Tracy, CA 95376



REQUEST FOR PROPOSALS
SECURITY & FIRE ALARM SYSTEMS AND MONITORING

REQUEST FOR PROPOSALS (RFP)
FOR
CITY OF TRACY
SECURITY & FIRE ALARM SYSTEMS AND MONITORING

CITY OF TRACY
NOTICE OF REQUEST FOR PROPOSALS

1. NOTICE IS HEREBY GIVEN that the CITY OF TRACY (hereinafter "City") requests proposals for **SECURITY & FIRE ALARM SYSTEMS AND MONITORING** (hereinafter "Project") and will receive proposals in the office of Boyd Service Center 520 S Tracy Blvd. Tracy, Ca. 95376, ATTN: Jim Thompson, Operations Superintendent Internal Services up to the hour of **2 p.m. (Pacific Standard), November 6, 2025**.
2. The services to be performed by the successful proposer(s) are described in the Request for Proposals (which is attached). Copies of the Request for Proposals (RFP) are available at the Public Works Department and online at www.cityoftracy.org/government/rfp-notices. Any questions should be directed to Public Works, at publicworks@cityoftracy.org no later than **2 p.m., November 3, 2025**.
3. Proposals shall be submitted and clearly marked on the outside of a sealed envelope as follows "**SEALED PROPOSAL FOR SECURITY & FIRE ALARM SYSTEMS AND MONITORING – DO NOT OPEN WITH REGULAR MAIL.**"
4. All responsive submittals shall be reviewed and evaluated by the City in order to determine which proposer best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the City shall evaluate submittals are set forth in this RFP.
5. The City reserves the right to reject any and all submittals or waive any irregularities in any submittal, this RFP, or the submittal process.



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SECURITY & FIRE ALARM SYSTEMS AND MONITORING

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REQUEST FOR PROPOSALS SECURITY & FIRE ALARM SYSTEMS AND MONITORING

I. OVERVIEW

The City is soliciting proposals from highly qualified contractors (hereinafter Contractor) to provide security & fire alarm systems and monitoring (hereinafter Project). The general scope of services includes professional maintenance, installation and monitoring of all security and fire alarm systems within 38 existing buildings and to include any new installation and monitoring of future building additions within the City. (Services).

Responses must conform to the requirements of this Request for Proposals (RFP). The City reserves the right to waive any irregularity, informality, or error in any submittal or in the RFP process or to reject any submittal which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. Ultimate selection of the successful Contractor will be made solely by the City on criteria determined by the City.

Based on the quality and competitiveness of the submittals received in response to this RFP, the successful Contractor will be required to enter into a Professional Services Agreement with the City, which will include the requirements of this RFP, as well as a final scope of work. A sample agreement is in Attachment A. By submitting, Contractor agrees to all of the terms of the RFP, unless exceptions are stated by the Contractor in its submittal. The City reserves the right to enter into negotiations with the successful Contractor to consider requested exceptions or changes to the RFP.

Following a comprehensive evaluation of submittals, staff will contact the applicants best suited to partner with the City. The City may then conduct interviews with the top-qualified Contractor(s) and will identify the most suitable and qualified Contractor for the Project. The City may elect to negotiate with the Contractor found by the review panel to offer the best services according to the RFP's criteria. The City reserves the right to reject any or all submittals and to advertise for new responses.

Interested parties may obtain a copy of the RFP from the City website at www.cityoftracy.org/government/rfp-notices, request a copy by email by contacting Public Works at publicworks@cityoftracy.org or request the Notice by mail at: Boyd Service Center 520 S Tracy Blvd. 95376.

II. ORGANIZATION BACKGROUND

The City is a general law municipality located in San Joaquin County, east of the Coastal Range that separates California's Central Valley from the San Francisco Bay Area. Tracy is strategically located in the center of a triangle formed by the convergence of three major interstate freeways: I-205 bisects the northern part of the city; I-580 cuts through the southwest corner; and I-5 lies just beyond the eastern boundary of the city. The City lies roughly 60 miles east of San Francisco and 68 miles south of Sacramento.

Historically, a railroad transit and agriculture area, Tracy has benefitted from the substantial growth of the region over the last 30 years. Tracy has developed to become a dynamic, diverse, and involved community making it a highly desirable place to live, work, and play for people of all ages and abilities. Presently, the population is approximately 98,000. The recent residential boom is now being completed with a flurry of commercial growth and infrastructure improvements.



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With a city-wide staff of approximately 500 full-time and several part-time employees, the City provides a wide range of services to the public.

III. SUBMITTAL / DELIVERY INFORMATION

The City will accept submittals through **November 6, 2025 at 2 p.m.** (Pacific Standard). The City will then review all submittals and may schedule interviews with the most qualified Contractor(s) on **November 10, 2025** (subject to change). The City reserves the right to not have interviews if it finds a clear qualified Contractor within the submittals.

It is the Contractor's responsibility alone to ensure that their document(s) is received at the Office of the Boyd Service Center Public Works prior to the hour and date for the opening of submittals specified in the Notice of Request for Proposals. Any submittal received by the Public Works Department after that hour and date shall not be reviewed and may be returned.

All submittals must be mailed or otherwise delivered to:

City of Tracy
Boyd Service Center
ATTN: Jim Thompson, Operations Superintendent Internal Services
520 S Tracy Blvd
Tracy, CA 95376

All questions regarding this RFP shall be directed to Public Works, via e-mail at publicworks@cityoftracy.org. The Contractor shall be responsible for the prompt delivery of the request. The City shall not be responsible for any explanation or interpretations of the RFP other than by written addendum, which shall be posted on the City's website. No oral interpretations of any provision in the RFP shall be binding upon the City.

IV. MANDATORY PRE-PROPOSAL MEETING

Contractors who do not attend the mandatory pre-proposal conference and site tour will be deemed ineligible. All prospective Contractors shall attend the mandatory pre-proposal conference and site tour of three (3) example locations on Wednesday October 29, **2025**. The conference and site tour will be from 9 a.m. – 12 p.m. with the initial meeting point being Boyd Service Center, 520 S Tracy Blvd, Tracy, CA 95376. Contractors shall plan on providing their own transportation to designated sites established by the City.

V. FORMAT OF PROPOSALS

All proposals shall be typewritten or printed in ink clearly and legibly, in conformance with the RFP and submitted in a sealed envelope plainly marked on the outside **"SEALED PROPOSAL FOR SECURITY & FIRE ALARM SYSTEMS AND MONITORING – DO NOT OPEN WITH REGULAR MAIL."**

- Three (3) copies of the Contractor's response to this RFP is due to the City at the location, date, and time specified on the Notice of Request for Proposal above.
- An electronic PDF copy of the submittal shall be emailed to publicworks@cityoftracy.org prior to the deadline. The electronic copy does not replace the requirement of the hard copy submittals.



- Cost Proposal: One (1) copy of the Contractor's Cost Proposal shall be enclosed and submitted in a separate sealed envelope and must be entitled "**COST PROPOSAL – SECURITY & FIRE ALARM SYSTEMS AND MONITORING – DO NOT OPEN WITH REGULAR MAIL.**"

VI. CONTENTS PROPOSALS

Submittals should be brief and concise and will be reviewed and evaluated based upon the criteria identified below:

1. **Cover Letter:** Provide an introductory letter with an understanding of the work to be performed and why the Contractor believes it is the best qualified to perform the services requested. Indicate the Management Contact (Representative authorized to sign an agreement on behalf of the Contractor) and Project Manager (person responsible for day-to-day management of the Project). The successful Contractor may change the Management Contact, Project Manager, and other supporting staff and specialists with prior written permission of the City. Additionally, the letter shall state that the submittal is valid for 90 days.
2. **Company Information:** Provide information about the Contractor's organization, including such items as organization and ownership structure, history, experience, Contractor's license, and other credentials to demonstrate the ability of the Contractor to perform the requested Services. Contractor must indicate if they have been involved in litigation, had their license revoked, or have been terminated from a project.
3. **Project Team:** Provide the name, title, experience, qualifications, licenses, and discipline of the personnel who will be assigned to the Project, including any sub-contractors. Information should quantify by position the total number of employees anticipated to be assigned to the Project and include similar projects within the last ten (10) years, project size, and contract amount. Provide the resumes of the Management Contact (Representative authorized to sign an agreement on behalf of the Contractor) and the Project Manager (person responsible for day-to-day work on the Project) and any other key team members from various disciplines, including any sub-contractors.
4. **Examples of Work:** Provide descriptions, examples, and dollar amount of similar projects that the Contractor has successfully completed, with preference to those projects that have been completed within the past ten (10) years..
5. **References:** Provide a list of at least three (3) references who may be contacted to discuss their experience working with the Contractor on similar projects. Please provide contact information including organization, name, title, address, phone, email, project name, and date of completion.
6. **Exclusions:** Identify any services that are specifically excluded from the Scope of Work that will likely be needed to complete a project of the desired scope and magnitude.
7. **Work Plan:** Identify approach, methodology, proposed timeline, and relevant issues for the entire Project. Describe in detail how the Contractor will accomplish the suggested scope of work that includes the tasks identified in this RFP.
8. **Cost of Services:** Fees paid to the Contractor will be on a time and materials basis up to the negotiated maximum amount per signed contract. Any extra work deemed necessary by the Contractor must be pre-approved and authorized by the City in writing. No Payment will be made on any unauthorized work performed by the Contractor or sub-contractors.



VII. INTERPRETATION OF PROPOSAL DOCUMENT AND ADDENDA

If discrepancies or omissions are found by any prospective Contractor or there is doubt as to the true meaning of any part of the RFP, written request for a clarification or interpretation shall be submitted to City no later than 2 p.m., **November 3, 2025**.

Any clarification or interpretation of the RFP will be posted to the City's website in an addendum. Any change to the RFP shall be made by addendum and posted to the City's website.

The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by addendum. A copy of each addendum will be posted to City's website. Any addenda so posted are to be considered a part of this RFP document. All addendum's will be posted by November 4, **2025**.

VIII. FORM OF AGREEMENT

Attachment A - Form of Professional Services Agreement for Professional Services (which may be updated from time-to-time), as referenced in Section XVII – Award of Agreement, of this RFP, will be used for the service contract. Only areas highlighted in the agreement will be updated. The attachment is the City's standard Professional Services Agreement, no other changes are permitted.

IX. RIGHT TO REQUEST ADDITIONAL INFORMATION

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from the Contractor(s). The City reserves the right to waive any irregularity, informality, or error in any submittal or in the RFP process or to reject any submittal which does not comply with this RFP. At the discretion of the City, Contractor submitting a response to this RFP may be requested to make oral presentations as part of the evaluation process.

X. RIGHT TO REJECT

The City reserves the right, at its sole discretion, to select or reject any or all submittals received pursuant to this RFP.

XI. PRE-CONTRACT COSTS

The City shall not be responsible for or liable for any pre-contract costs incurred by the Contractor responding to this RFP and/or participating in the selection process.

XII. PUBLIC RECORD

All submittals in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law.

XIII. PROJECT BACKGROUND

The City of Tracy is committed to ensuring the safety, security, and well-being of its residents, employees, and public infrastructure. As part of this ongoing commitment, the city is seeking



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qualified vendors to design, provide, install, integrate, and maintain comprehensive Security and Fire Alarm Systems across a variety of City buildings, including administrative offices, public works facilities, community centers, and emergency response buildings. This RFP represents a city-wide initiative to implement standardized and centrally monitored security and fire alarm systems that align with best practices in public safety and emergency preparedness. The selected vendor will play a critical role in improving incident response, reducing risk, and enhancing the overall resilience of City operations.

USE OF SUB-CONTRACTORS

The City is committed to selecting an excellent Contractor that will provide high quality oversight and documentation for the Project. Should the use of sub-contractors be proposed by the proposing Contractor, they shall be clearly identified and included as part of the submittal in response to this RFP.

XIV. NO CONFLICT OF INTEREST

The selected Contractor shall not be a bidder, or perform work for any bidder, on any individual to this Project. Should there be a potential conflict of interest, the Contractor must identify and disclose such conflicts.

XV. SCOPE OF WORK

The Contractor is required to perform the work specified herein. In submitting a response to this RFP, the Contractor represents that it is qualified and capable of providing all the requirements of this RFP. Also, the Contractor may provide a substitute Scope of Work that is consistent with the requirements outlined below and appropriate for a project of this caliber. Should a substitute Scope of Work be proposed, the Contractor must clearly and noticeably indicate that their submittal contains a substitute Scope of Work. The Contractor shall state features, skills and/or services which distinguish the Contractor that make it the best choice for the City. Additional information or tasks which, in the Contractor's opinion, should be included must be clearly identified. The Contractor is required to provide services specified in the RFP, its submittal, and the executed contracts.

XVI. REVIEW OF SUBMITTALS

After the responses are received and opened by the City, the City shall review and evaluate all submittals for responsiveness to the RFP to determine whether the Contractor possesses the professional qualifications necessary for the satisfactory performance of the services required. The City shall also investigate qualifications of all Contractor(s) to whom the award is contemplated, and the City may request clarifications directly from one (1) or more Contractor(s).

If needed, submitting firms / teams may be invited to an interview / presentation, tentatively scheduled for **November 10, 2025**. Only the Project Manager and Key Team Members shall attend the interview / presentation, up to a maximum of five (5) persons. The evaluation / interview panel may include representatives from the City, other agencies, or consultant's, but the specific composition of the panel will not be revealed prior to the interviews. Costs for travel expenses and submittal preparation shall be borne by the Contractor. The City reserves the right to select a Contractor without an interview.



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Once the top Contractor has been determined, City staff will start contract negotiations with the Contractor. If contract negotiations are not successful, the second ranked Contractor may be asked to negotiate a contract with the City, etc.

XVII. AWARD OF AGREEMENT

Upon completion of the review period, the City shall notify the Contractor(s) whose submittal will be considered for further evaluation and negotiation. All Contractor's so notified may be requested to make oral presentations and negotiate in good faith in accordance with direction from the City. Any delay caused by Contractor's failure to respond to direction from the City may lead to a rejection of the submittal.

If the City determines, after further evaluation and negotiation, to award the Agreement, a Professional Services Agreement shall be sent to the successful Contractor for their signature. No submittal shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both the Contractor and the City.

The City reserves the right to reject any or all submittals, and to waive any irregularity. The award of the Agreement, if made by the City, will be based upon a total review and analysis of each submittal.

XVIII. TERM OF AGREEMENT

The term of this agreement shall commence **January 1, 2026, through December 31, 2027**. If the City determines the Contractor(s) has satisfactorily performed all the requirements, and per the recommendation from the Director of Public Works, the City Manager may extend the Agreement for an additional four (4) years in annual increments. Extensions may be eligible for pricing escalation and subject to negotiations – Contractor(s) shall propose terms they feel appropriate.

XIX. PROPOSED RFP SCHEDULE

• October Release RFP:	October 23, 2025
• Mandatory Pre-Proposal Meeting:	October 29, 2025
• Clarifying Questions Due:	November 3, 2025
• Addendum(s) Posted (if needed)	November 4, 2025
• Submittals Due:	November 6, 2025 (2 p.m.)
• Screening of Submittals:	November 7-10, 2025
• Notify Finalists:	November 12, 2025
• Selection of Preferred Contractor	November 12, 2025
• Agreement Between City and Contractor:	December 17, 2025



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ATTACHMENT A

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
[Insert full name of Consultant and Project Name and/or number.]

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and _____ [*Complete name of legal business entity*], a _____ [*Business status, such as a California corporation*] (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain Consultant to perform XXX services OR provide XXX services; and
- B. [*Include a brief description of the procedures that led up to the Agreement. If an RFP was issued, the Recitals should include the following general information: "On _____, the City issued a Request for Proposals (RFP) for the _____ [full project name and number] (Project). On _____, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services."*]
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on _____, 2023.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: _____ [*name of Representative*]. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the



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condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on _____ and end on _____, unless terminated in accordance with Section 6. [OPTION TO EXTEND: *This Agreement may be extended for an additional XX years by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.*]

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$_____. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval. [If Agreement is fixed or lump sum, revise this section and 3.1 accordingly, and be sure Exhibit B is consistent].

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.



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5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days' written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;



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7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.



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To City:

[Insert information for both City and Consultant]

To Consultant:

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

13.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state



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laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]



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The Parties agree to the full performance of the terms set forth here.

City of Tracy

[Insert name and title of City employee (or Mayor) authorized to sign this particular Agreement.]

By: _____

Title: _____

Date: _____

Attest:

April Quintanilla, City Clerk

Approved as to form:

David Nefouse, City Attorney

Consultant

[Insert complete legal name of business entity, and business status such as a California corporation, limited liability company, etc.]

By: _____

Title: _____

Date: _____

Federal Employer Tax ID No. _____

[Note: Depending on type of entity, more than one signature may be required. See Instructions for Agreements §§A.5.c and C.2.b.]

By: _____

Title: _____

Date: _____

Exhibits:

- A Scope of Work
- B Pricing Sheet



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EXHIBIT A - SCOPE OF WORK

Full Scope of Services – Security & Fire Alarm Systems and Monitoring

1. Security & Fire Alarm Components

Design and deployment of intrusion detection, access control, video surveillance, alarm notification, fire detection (smoke, heat, pull stations), notification appliances, control panels, and emergency system integrations.

2. Installation by Certified Professionals

Full installation services following manufacturer guidelines and best practices, with system labeling, documentation, and coordination with other trades.

3. System Testing & Commissioning

Functional, integration, and fail-safe testing of all components, with commissioning reports and hands-on training for operational personnel.

4. After-hours work All installation, testing, and troubleshooting activities must be conducted outside of standard business hours, unless otherwise approved in advance through a scheduled work plan authorized by the Director or their designee.

5. 24/7 Monitoring Services

UL-compliant monitoring for security and fire alarms, with immediate notifications, record-keeping, and integration with emergency responders.

6. Maintenance & Technical Support

Scheduled preventative maintenance, diagnostics, emergency repair, software/firmware updates, and responsive technical support.

7. Documentation & Reporting

Provision of as-built drawings, user manuals, maintenance logs, inspection records, incident reports, and compliance documentation.

8. Project Management

Dedicated project manager, milestone tracking, coordination meetings, and progress reporting to ensure on-time and in-scope delivery.

9. Compliance, Standards & Warranty

Strict adherence to NFPA, UL, ADA, and local/federal codes, with clearly defined warranties, extended service options, and performance guarantees.

10. Optional & Advanced Services

System upgrades, retrofits, remote management platforms, cybersecurity measures for connected systems, and ongoing training beyond commissioning.



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EXHIBIT B – PRICING SHEET

If billing rate sheet includes an escalator clause or states that rates are effective to a certain date –then amend Section 3 to include escalator language



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		Building Square Footage	Zones / Devices that require upgrade	Any takeover or startup cost	Monthly Fire Monitoring Cost (includes all inspections, maintenance, tests and UL certificates)	Monthly Security Monitoring Costs (includes all inspections, maintenance, and testing)	Monthly Elevator Monitoring Costs (includes all inspections, maintenance, and testing)	Annual Monitoring Cost	
Alarm System Type	Location	Address	Bld Sq Ft	Zones	Column A	Column B	Column C	Column D	Column E
Fire & Security	PD Police Annex	400 E. 10th St	11029						
Fire & Security & Elevator	Tracy Museum	1141 Adams St	9052	46					
Fire & Security & Elevator	Fire Admin	835 N Central Ave	9550						
Fire & Security	Senior Center	375 E 9th St	7923						
Security	Sports Complex - Concession	955 Crossroads	1152						
Security	Sports Complex - Meeting Room	955 Crossroads	1178						
Security	Sports Complex -Maintenance	955 Crossroads	800						
Fire & Elevator	City Hall	333 Civic Center Plaza	42000	125					
Fire & Security	Lammersville School House	1753 Blandford Ln	1196						
Security	BSC Central Garage	520 N Tracy Blvd	3000						
Fire & Security	BSC Admin	520 N Tracy Blvd	6000						
Fire	BSC Public Works	520 N Tracy Blvd	4800						
Fire	Support Services	325 Civic Center Plaza	8503						
Fire & Security	Tracy Transit Station	50 E. 6th St	9500						
Fire & Security & Elevator	Grand Theater	715 Central Ave	39000	58					
Fire	Fire Station 96	1800 W Grant Line Rd	5136						
Fire	Fire Station 92	1035 E Grant Line Rd	5136						
Fire & Security	Tracy Library	20 E. Eaton Ave.	17058						
Fire & Elevator	PD Police Department	1000 Civic Center	37616	62					
Security	PD Freezer	1000 Civic Center	320						
Fire	PD Gun Range	7299 S. Tracy Blvd	3200						
Security	Fire Support Services	301 W. Grant Line Rd	3328						
Fire & Security	Animal Shelter	2375 Paradise Rd	9400						
Fire	Community Center	950 East St.	9010						
Security	Joe Wilson Pool	900 W. Lowell Ave.	4125						
Fire	Fire Station 91	1701 W. 11th St	7720						
Fire & Security	PD North Annex (Evidence)	1325 N MacArthur	17500						
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Alarm System Type	Location	Address	Building Square Footage	Zones / Devices that require upgrade	Any takeover or startup cost	Monthly Fire Monitoring Cost (includes all inspections, maintenance, tests and UL certificates)	Monthly Security Monitoring Costs (includes all inspections, maintenance, and testing)	Monthly Elevator Monitoring Costs (includes all inspections, maintenance, and testing)	Annual Monitoring Cost
						Column A	Column B	Column C	Column D
Fire	WWTP - Chemical Bldg.	3900 Holly Dr.	3541						
Fire	WWTP- Blower Building	3900 Holly Dr.	4900						
Fire & Security	PD Antenna	15178 W. Schulte	345						
Fire	WTP - Water UV Pipe Gallery	6649 S. Tracy Blvd.	2250	18					
Fire	WTP - Water Chemical Build	6649 S. Tracy Blvd.	4800	43					
Fire	WTP - Plant Operation	6649 S. Tracy Blvd.	4375	28					
Fire	WTP - Influent Pump House	6649 S. Tracy Blvd.	2400	4					
Fire & Security	Homeless Shelter- Containers	370 W. Arbor	2560						
Fire	Homeless Shelter- Modulars	370 W. Arbor	6450						
Fire	Tracy Hills Water Tank	7963 S. Corral Hollow Rd	11130						
Fire	Tracy Hills Phase 23 Tank 5403	5403 Tracy Hills Dr.	13273						
		Page 1 - Bid Subtotals		93	0	0	0	0	0

Item	Labor Rate Schedule	Hourly Rate	Annual Quantity	Proposed Cost
1	Hourly rate for Repair Services (7:00 a.m. to 5:00 p.m. Mon-Fri)		100*	
2	Hourly rate for Repair Services (5:00 p.m. to 7:00 a.m. Saturday, Sunday)		50*	
Annual Estimated Repair Costs				

*Annual quantities are estimates only for comparison purposes; actual quantities shall be on an "as needed" basis.

Column A	0
Column E	0
Annual Estimated Repair Costs	0
Total Bid	0

The City of Tracy reserves the right to add, modify or cancel services at existing locations without Vendor approval or

Such adjustments will be communicated in writing by the Public Works Director or his authorized representative.

Vendor is required to attend the job walk and inspect all areas prior to submitting bid in order to be fully aware of the scope of service required.

Failure to do so will not relieve the successful bidder from performing in strict accordance with the specifications at no additional cost to the City.