

PURCHASING EXCEPTION REQUEST FORM
(For purchases greater than \$5,000)

Per **NMC 2.91.050**, the City may enter into a contract for a "specialty item," provided that the City Manager makes a written determination of the following:

1. Item(s) to be purchased:

Miovision Camera Detection System (Quantity 7) Vendor: McCain, Inc.

2. Please provide explanation as to why vendor is the only one able to provide the requested goods or services:

The requested item is compatible with the only type of equipment used by the city. By using the listed item we are able to expedite the project completion and reduce overall costs.

<input type="checkbox"/>	Specialty	Only known manufacturer of this product.
<input type="checkbox"/>	No Substitute	The requested product has unique design/performance specification or quality requirements which are essential to department operations and not available in comparable products.
<input checked="" type="checkbox"/>	Compatibility	The requested product is an integral repair part or accessory compatible with existing equipment and the item/service can be obtained from only one vendor.
<input type="checkbox"/>	Software Upgrade	Upgrade to existing software. Available only from the producer of this software.
<input type="checkbox"/>	Inadequate Competition	After solicitation of several sources, competition is determined inadequate (record of source contacts attached).
<input type="checkbox"/>	Special Training	The requested product is one with which staff have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.
<input type="checkbox"/>	Other	Please explain: _____

3. I affirm this request conforms with NMC Section 2.91.050.

Completed by: Rosalba Ramirez Department: Public Works

Type name. Signature only required for City Manager approval.

For Requests over \$75,000:

City Manager

Date

ATTACHMENT 1

NMC 2.91.010 D. Consistent with the requirements of the City Charter, including City Charter Sections 100 through 105, this Chapter establishes the parameters by which representatives of the City may enter into contractual obligations on behalf of the City. It is the goal of the City that any administrative regulations adopted to implement this Chapter, and any City contract, will meet the following goals:

1. Obtain the most cost effective result for the City, which avoids improvidence, extravagance, and any other waste of public funds or public property, and which also achieves an appropriate balance between the costs and benefits of maximizing quality within available resources.
2. Takes into consideration all reasonably available relevant information regarding the range of types, effectiveness, quality, and costs of potential property, services, public projects, and contractors available to achieve the City's project goals. Depending upon the particular requirements of the project (and the more particular procedures identified in this chapter), the information to be considered may include data gathered from one or more of the following sources: similar City projects, other public agencies, professional journals, private businesses, outreach to potential contractors, and private businesses, competitive bids, formal or informal quotes, proposals, or qualification statements.
3. Guards against favoritism, fraud, corruption, and conflicts of interest.
4. Efficiently uses City resources in the preparation, approval, administration, and enforcement of contracts which are effective tools in achieving the City's goals.

NMC 2.91.030 B. Execution and administration of contracts

1. The City Manager is authorized to take any steps necessary to prepare contract documents, prior to final approval of the contract, in accordance with the procedures set forth in this Chapter, including: requesting proposals, inviting bids, applying for grants, and negotiating contract terms.
2. The City Manager is authorized to execute any contract on behalf of the City provided that: (a) pursuant to City Charter Section 100, the contract is in writing and approved as to form by the City Attorney; and (b) the contract is covered by sufficient unencumbered funds appropriated in the adopted budget, and (to the extent required by City Charter Section 100) the contract is endorsed by the City Auditor; and (c) the contract is prepared in accordance with all other requirements of this Code and the administrative regulations; and (d) the contract is covered by any one of the following categories: (i) the City Council has separately authorized the City Manager to execute on behalf of the City pursuant to an ordinance, resolution, or other Council action, or (ii) the City's commitments under the contract are in an amount less than or equal to the amount established by the Controller of the State of California for formal bidding procedures as required by California Public Contract Code Sections 22020 and 22032(c) (as of January 1, 2009, this amount is established at \$125,000), or (iii) the contract is necessary to resolve an emergency pursuant to Section 2.91.040 of this Chapter or pursuant to Chapter 2.89 of this Code. It shall be unlawful to split, or separate into smaller contracts, any contract for the purpose of evading the dollar amounts identified in this chapter.
3. The City Manager is authorized to implement and enforce each contractor's compliance with contract requirements, including inspections and acceptance of complete performance, and termination of the contract, all in accordance with the requirements of the contract.

NMC 2.91.050 Exceptions for Specialty Items

A. The City may enter into a contract for a "specialty item," in accordance with this section, without further complying with the requirements of this Code, provided that the City Manager makes a written determination of the following:

1. The project need which the City intends to satisfy through the contract for the specialty item. This includes a functional description (or performance criteria) of the City's needs.
2. The types of property or service which are available (or used by other similarly situated private or public agencies) to meet this need (or similar needs), and the contractors which are available to provide the property or service. This includes documentation of the steps the City has taken to evaluate the types of property, service, and contractors potentially available to serve the City's needs.
3. The reasons why a similar property or service cannot meet the City's needs (including considerations of compatibility with other City property and services regarding maintenance, repair, training, quality, price, or similar considerations), or why the City's needs can only be met by one type of property or service (the specialty item).
4. By entering into a contract for the specialty item from the proposed contractor, the City will meet the purpose and goals identified in Section 2.91.010 of this Chapter.
5. The contract complies with the requirements of Section 2.91.030 (B) of this Chapter.

B. The City Council hereby determines that compliance with the requirements of this Section shall satisfy the requirement to award City contracts to the lowest and best bidder, pursuant to City Charter Section 101.



QUOTATION

Quote #: JLP072420A

Agency: Napa City of

Job Name: Miovision

Bid Date: 7/24/20

Estimator: Jennifer Phelan

(760)734-5050

jennifer.phelan@mccain-inc.com

Bid Item	Qty	Description	Price	Extension
	7	Complete MioVision Full Kit Systems To Include (each): (single camera detection system)	\$19,250.00	\$134,750.00

MioVision Smart Link Hardware; MioVision Smart Sense Hardware; MioVision SmartView 360 Camera with Mount; Software Packages - 2 years each : Communications Software (Alerts, Telemetry, Comms) ; Performance Software (travel time, data, ATSPM) ; Multimodal Software (Video Detection, Analytics, TMC's)

**** Software Packages Priced at initial 2 yr. terms****

On-site support is included.

Delivery is 30-45 (or less if in stock) days ARO

Freight is included

SUBTOTAL	\$134,750.00
SALES TAX 7.75%	\$10,443.13
Reference Total	\$145,193.13

Prices firm for 30 days. Freight included. Add sales tax.

Sale is subject to McCain's standard terms and conditions.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited.

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**CREDIT APPLICATION**

Applicant: Business or Corporate Name		Type of Business
Business Street Address	Billing Address: Street or P.O. Box	
City, State, Zip	City, State, Zip	

Business Phone #:	FAX #:	Taxable [] Yes [] No <i>If "No", attach exemption certificate</i>	Resale #
Monthly Statement of Account Required [] Yes [] No Date Established:	Check One: [] Corporation [] Partnership [] Sole Owner [] LLC	State Incorporated: Date Incorporated: FED I.D. #:	Credit Limit Requested:

Contractors License #	Class	General Liability Insurance Company	Policy #
Bonding Company Name	Bonding Company Address	Bonding Company City, State, Zip	Contractors License Bond #

OWNERS (IF APPLICANT IS SOLE PROPRIETORSHIP OR PARTNERSHIP) **OFFICERS** (IF APPLICANT IS A CORPORATION)

Name	Home Address, City, State, Zip	Social Security #
Title	Home Phone #	Drivers License #
Name	Home Address, City, State, Zip	Social Security #
Title	Home Phone #	Drivers License #
Name	Home Address, City, State, Zip	Social Security #
Title	Home Phone #	Drivers License #

BANK OR SAVINGS AND LOAN ASSOCIATION

Bank Name	Branch Address, City, State, Zip	Phone # Contact:	Checking Account # Savings Account #
Bank Name	Branch Address, City, State, Zip	Phone # Contact:	Checking Account # Savings Account #



_____ Date

Bank Name _____

Company Name _____

Bank Address _____

Company Address _____

City, State, Zip _____

City, State, Zip _____

Fax Number _____

Bank Account Number _____

TO BE COMPLETED BY APPLICANT:

I hereby authorize _____ to release the information requested below
to _____ (Bank Name)
McCain, Inc. for the purpose of establishing an account.

Signature _____

Title _____

TO BE COMPLETED BY BANK:

Date account opened _____

Average balance: ☐ Low ☐ Medium ☐ High ☐ Four ☐ Five ☐ Six figure

Deposit account relationship satisfactory? ☐ Yes ☐ No

NSF Checks? ☐ Yes ☐ No If yes, when? _____

LOANS:

LOAN EXPERIENCE:

Unsecured High Present
\$ _____ \$ _____

☐ Satisfactory ☐ Unsatisfactory

Remarks _____

Secured \$ _____ \$ _____

Mortgage \$ _____ \$ _____

Installment \$ _____ \$ _____

Line of credit available: ☐ Yes ☐ No

Bank Signature _____

Date _____

Title _____



TERMS AND CONDITIONS OF SALE

This agreement is between McCain, Inc. extending credit ("Seller") and the Applicant named below ("Buyer"). These terms and conditions along with the terms and conditions on Seller's invoice and delivery ticket which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties. No other terms, including those on Applicant's purchase order which are different, may add to, modify, supersede or otherwise alter the TERMS without express written approval signed by an officer of the Seller. All other terms are hereby rejected.

All references in this document to "Seller" shall include each subsidiary or division of McCain, Inc. whether or not specifically identified herein.

Payment terms are net thirty (30) days from date of invoice. Delinquent accounts shall bear interest at one and one half percent (1 1/2) percent per month. If applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller for all costs of collections, including reasonable attorney's fees. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, Seller may suspend delivery of any pending order or any remaining balance thereof until such payment is made or cancel any order or remaining balance thereof, and Buyer shall remain liable to pay for any products already shipped and all non-standard products ordered by Buyer. Seller will not be held liable for any liquidated or other damages resulting from suspension or cancellation of orders.

Seller shall not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through regular sources. Seller's time for performance of any such obligation shall be extended for the time period of such delay or Seller may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Buyer.

The validity, performance and all matters relating to the interpretation of this agreement will be governed by the laws of the State of California. Applicant and Seller agree that any legal action brought by either party as a result of the account or business relationship between Applicant and Seller shall be brought in the State and/or Federal Courts located in San Diego County, California. Each party consents to the jurisdiction and venue of such courts and waives any right it may otherwise have to challenge the appropriateness of such forum. Buyer/applicant hereby waives any objection it/he/she may have to either venue and/or jurisdiction whether personal and/or subject matter, and buyer/applicant specifically consents to both the jurisdiction and venue of either the State and/or Federal Courts located in San Diego County State of California.

No modification or alteration of these provisions shall result by Seller's shipment of goods following receipt of Purchaser's purchase order or other documents containing provisions, terms or conditions in addition to, or in conflict with, or inconsistent with these provisions. There are no terms, conditions, understandings or agreements other than those stated herein, and all prior proposals and negotiations are merged herein.

Seller reserves the right to adjust listed prices to prices in effect at the time of shipment. All prices are subject to change without notice. Please telephone our sales department for a current quotation.

All shipments will be F.O.B. shipping point unless otherwise stated on seller's quotation. Seller will not ship in any special manner or insure shipments against loss or damage unless requested by the Buyer in writing, and then at Buyer's expense. Delivery dates are approximate and are not a guaranty of any particular delivery date. If shipments are postponed more than thirty (30) days due to request or fault of the Buyer, Seller will not guaranty storage. In the event Seller agrees to store, goods will be stored at Buyer's risk and expense.

Seller warrants to buyer that goods and services sold for use (except when used for personal purposes) hereunder will be free from defects in material and workmanship which appear within one (1) year of the date of shipment to the original buyer, provided that buyer notifies seller in writing of the defects covered by this warranty within thirty (30) days of their first appearance. Seller's maximum obligation is to repair or replace goods which are proved to be defective. All warranty work is performed at factory. SEE NOTE 7 FOR REPAIR INFORMATION ON THE BACK OF SELLER'S INVOICE FOR INSTRUCTIONS.

This limited warranty is made only as to those components manufactured solely by the seller. Components of or accessories for equipment furnished by seller but manufactured by other manufacturers shall carry whatever warranty, if any, such manufacturers have conveyed to seller and which can be passed on to buyer.

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AFTER EXPIRATION OF THE WARRANTY PERIOD ALL LIABILITY TO BUYER CEASES.



Seller will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort or otherwise be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of profits or revenues, loss of use or damage to any associated equipment, cost of substitute products or services, downtime costs or claims of buyer's customers.

Seller's liability, if any, on any claim of any kind for any loss, damage or otherwise arising out of, resulting from or concerning any respect of this agreement or the goods or services furnished hereunder shall not exceed the price of the specific product which gives rise to the claim.

Seller will not be subjected to any liability, whether in contract, warranty, tort or otherwise, on any claim for loss or damage concerning products, parts, advice, assistance or service which Seller furnished to Buyer as a business courtesy, but not required hereunder.

Seller shall have no responsibility or liability for goods which have been misused, inadequately maintained or stored, or incorrectly or negligently installed or serviced.

Should Applicant and/or Applicant's end user export or re-export any commodities, technology or software from the United States, Applicant or Applicant's end user understands and agrees that Applicant or Applicant's end user must comply with Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

Backcharges. Should Buyer believe that circumstances arise requiring a backcharge, then Buyer should complete a Request For Backcharge Form in writing and submit it to Seller for approval. In no instance shall monies be withheld without prior written approval of the backcharge by Seller. Should additional materials, labor or other expenses be required, a written cost estimate shall accompany the Request for Backcharge. Under no circumstances shall the value of a negotiated backcharge exceed the face value of the product supplied by Seller.

Applicant certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to Seller (including Applicant's financial statements) is true, accurate and complete. Applicant and each Guarantor authorize McCain, Inc. to request credit reports, including consumer credit reports, regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at anytime in the future.

Signature _____ Printed _____
Name _____ Date _____

Signature _____ Printed _____
Name _____ Date _____

THIS APPLICATION WILL NOT BE PROCESSED UNLESS SIGNED ABOVE.

Please FAX application to 760-727-8264, and mail original copy to:

McCain, Inc. 2365 Oak Ridge Way, Vista, CA 92081 ATTN: Credit Department

**TRADE REFERENCES** (Minimum of 4 required)

Reference Company Name	Address, City, State, Zip	Phone #	Contact Name
Reference Company Name	Address, City, State, Zip	Phone #	Contact Name
Reference Company Name	Address, City, State, Zip	Phone #	Contact Name
Reference Company Name	Address, City, State, Zip	Phone #	Contact Name

Has Applicant, or any of its Owners, Principals, Officers, or Directors *ever* filed a voluntary petition in Bankruptcy, been adjudged bankrupt, or made and assignment for the benefit of creditors? [] Yes [] No

If Yes, When:
State Reason:

Have you *ever* applied for or been extended credit at McCain Traffic Supply? [] Yes [] No

If Yes, under what Name:

PERSONAL GUARANTY

To induce the extension of credit to Applicant, Guarantor (jointly and severally if more than one) hereby guarantees payment of all existing and future indebtedness of Applicant to McCain, Inc., including any costs, expenses and reasonable attorney fees as a consequence of Seller's collection efforts. This personal guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of the Applicant. Guarantor hereby authorizes Seller to obtain and use consumer credit reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit as contemplated in this credit application.

Name (Please Print)	Name (Please Print)
Address, City, State, Zip	Address, City, State, Zip
Social Security #	Social Security #

Signature and Date	Signature and Date
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