

ALAMEDA POLICE DEPARTMENT

# REQUEST FOR PROPOSALS



AUTOMATED LICENSE PLATE RECOGNITION DATA SYSTEM

Nishant Joshi, Chief of Police

Proposals Due on: 12 July, 2022

## Introduction

### Overview

The Alameda Police Department, on behalf of the City of Alameda would like to invite your company or organization to submit a written proposal to provide a consolidation and notification solution for fixed automated license plate readers (ALPR) data; inclusive of all required technology and services, based on the requirements contained within this request for proposals (RFP).

This RFP is not a commitment or contract of any kind. The City reserves the right to pursue any and/or concept or solutions which arise out of this request. Costs for developing the proposals are entirely the responsibility of the proposers and shall not be reimbursed.

The City prefers a comprehensive solution with a single, prime contractor that is legally and financially responsible for all hardware (where applicable), software, and services. However, the City recognizes that some vendors may not be able to supply all of the required elements within this RFP. Therefore, the City encourages vendors to team with other vendors that complement their proposal. Ultimately, the City will seek a prime vendor to assume total project accountability and responsibility.

### RFP Structure

The proposal should demonstrate how the solution you are proposing could best satisfy the requirements of the City. This written RFP states the scope of the business and technical requirements and specifies the rules for preparing the proposal response. The RFP includes five sections as follows:

**Introduction and Background:** Provides an introduction to the project, background information, and the primary objectives of the initiative.

**Rules of Preparation:** Provides general guidelines and rules to assist vendors in preparing their responses.

**Evaluations:** Provides generalized scoring rubrics and award criteria.

**Vendor Response:** Includes questions regarding the proposing company's background and qualifications, the specifications and capabilities of the proposed systems, the services to be provided, and proposed costs.

**Requirements:** Includes service and functional requirements and describes the instructions for completing responses to the requirements for an ALPR solution.



## Background

### Project Purpose and Objectives

The Alameda Police Department has identified the need to replace our current mobile ALPR program with a fixed system. These systems will be used as a force multiplier for officers in the field and provide critical information to generate leads in criminal investigations. Therefore, there might be a future need to purchase different mobile license plate reader platforms that can integrate with this fixed ALPR system.

The Alameda Police Department prioritizes the fundamental right to privacy. The ideal vendor is one that treats privacy with the sanctity it demands and who demonstrate those values in practice. Furthermore, the Alameda Police Department wants to ensure that our contractors exemplify the highest degrees of transparency, accountability, and integrity.

The City is requesting the proposer include pricing associated with installing fixed ALPR solutions at fourteen locations throughout the City of Alameda. The ALPR technology will be placed along roadways near the entrances and exits of the City of Alameda. The general locations of the ALPR could include:

1. Ron Cowan Parkway / Harbor Bay Parkway
2. Doolittle Drive and Island Drive
3. High Street Bridge
4. Fruitvale Bridge
5. Park Street Bridge
6. Webster Tube
7. Posey Tube
8. Harbor Bay Landing
9. Encinal Shopping Center
10. South Shore Center
11. Marina Village Office and Retail Center
12. Alameda Landing
13. Atlantic Plaza
14. One TBD (stationary but movable)

This RFP does not guarantee a specific level of purchases. The City expects the purchases to be of fixed ALPR systems and software that accompanies them with the possibility of expanding later to include mobile solutions.

This equipment shall meet the highest standards of durability and reliability in a 24hour law enforcement environment. The solution must withstand many years of extreme hot/cold cycles typically found in the California climate. Further, it is desired that the fixed system be powered by multiple green power sources such as solar or battery and be monitored to ensure 24-hour operation.

The proposed solution shall ensure that any data gathered for the Alameda Police Department remains exclusively under the control and ownership of the City of Alameda and cannot be shared without the expressed consent from the City or the Alameda Police Department.

The Vendor must agree to disclose if they have a working relationship, directly or indirectly, with US Immigrations and Customs Enforcement (ICE).

**The proposed solution should cover all equipment, subscription(s), software, storage, on-site training, and operational costs for at least one year.**

## **Primary Objectives**

- Purchase and install fixed ALPR platforms along the roadways surrounding the entrances and exits of Alameda along with other strategic locations.
- Maintain the highest levels of security while simultaneously protecting the privacy of all residents, business owners, and visitors.
- Collect records from several ALPRs and present the summed result as a single interface.
- Enable law enforcement users to search for full or partial plates with date range and location filters. Users may also enter a target list of license plates connected to an investigation or other duties.

## **Cost**

The estimated cost for this project shall not exceed one hundred forty-five thousand dollars (\$145,000). Any contract(s) awarded as a result of this procurement is contingent upon funding availability.

# Rules of Preparation

## Introduction

The submitted proposal must adhere to the rules and format stated within this section (to ensure a fair and objective analysis of all proposals). All responses must be on these forms provided (or a copy thereof). Additional pages may be attached as necessary. Failure to comply with or complete any portion of this request may result in the rejection of a proposal at the discretion of the City. In this RFP, the terms “vendor,” “proposer,” and “offeror” are used interchangeably. Likewise, the terms “ALPR solution” and “ALPR project” are used interchangeably in this RFP.

## General Provisions Regarding Public Nature of Proposals

Government Code Section 6250 et. seq., the Public Records Act, defines a public record as “any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency; regardless of physical form or characteristics.” The Public Records Act provides that public records shall be disclosed upon request. Any citizen has a right to inspect any public record unless the document is exempted from disclosure. Each RFP response shall become a public record at the time the City of Alameda City Council places an item on its agenda to award a contract. If a proposal contains proprietary trade information, that information must be clearly marked as such.

## Proposer’s Rights regarding Confidentiality of Proposals

The City cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the City receives a request for any document submitted in response to this RFP, they will not assert any privileges that may exist on behalf of the person or business submitting the proposal. If a proposer believes that a portion of their proposal is confidential and notifies the City of such in writing, the City may, as a courtesy, attempt to notify the proposer of any request for the proposal. However, it would be the sole responsibility of that proposer to assert any applicable privileges or reasons why the document should not be produced and obtain a court order prohibiting disclosure. The proposer understands that the City is not responsible under any circumstances for any harm caused by producing a confidential proposal.

## City’s Rights Regarding Confidentiality of Proposals

To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, the City and/or their officers, agents and employees retain the discretion to release or to withhold disclosure of any information submitted in response to this RFP.

## Project Manager

Captain Matt McMullen from the Alameda Police Department has been designated as the Project Consultant for purposes of this RFP. He can be reached at (510) 337-8500 or by e-mail at [mmcmullen@alamedaca.gov](mailto:mmcmullen@alamedaca.gov).

## Vendor Inquiries

All vendor inquiries must be submitted in e-mail to the following address: [mmcmullen@alamedaca.gov](mailto:mmcmullen@alamedaca.gov) by close of business on the deadline for submission of written questions. Contact with other City employees, employees from any participating agencies regarding this RFP is expressly prohibited without prior written consent. Vendors found to be directly contacting any of these employees during the selection process risk elimination of their proposal from further consideration.

### **Deadline for Written Questions**

A vendor conference will not be held. Specific questions concerning this RFP should be submitted in writing via e-mail to the Project Manager no later than **4:00 p.m. Pacific Standard Time on 20 June, 2022**. Questions arising after this date will be answered at the discretion of the City in the form of an addendum. Responses will be available to all proposing vendors.

### **Modifications to the RFP**

Changes to this RFP shall be made only by formal written amendment(s) issued by the City. In the event it becomes necessary to revise any part of this RFP, addenda shall be provided to all vendors who have registered their interest in this project with the City. All addenda issued by the City shall be considered part of the specifications submitted to the vendors for preparation of their proposals and should be addressed in the vendor response.

### **Submission of Proposals**

Responding vendors must submit seven (7) complete copies, one marked "ORIGINAL", plus an electronic copy with the proposer's response in any combination of Word Document, Excel Spreadsheet, or Adobe PDF.

Proposals must be submitted in a sealed envelope or box, marked "Proposal for The City of Alameda ALPR Program", and received no later than **4:00 p.m. Pacific Standard Time on 12 July, 2022**. Costs should be included in a separate sealed envelope. Address proposals to:

Alameda Police Department  
1555 Oak Street  
Alameda, California 94501  
Attn: Captain Matt McMullen

The City assumes no responsibility for delays caused by any delivery service. Proposals received by the City after the above date and time will not be considered. Evaluation of the proposals is expected to be completed within thirty (60) calendar days after receipt. The failure or omission to examine any form, instrument or document shall not relieve vendors from any obligation in respect to its proposal.

### **Medium of Document**

This RFP is the property of the City of Alameda. The electronic version of the RFP is available in Microsoft Word for use by vendors in preparing their proposal responses. The document may also be downloaded from the City's website at <https://alamedaca.gov> (navigate to the Business tab on the ribbon and select Bid on City Contracts). For written responses, the original format and page numbering of this RFP should be maintained. Appropriate narrative clarification of answers is encouraged as needed. However, the narrative should be provided on additional pages to maintain the original format and pagination (e.g., Exhibits, Attachments, etc.). Any omissions or errors in the submitted proposals are the responsibility of the submitting vendor. Any other duplication or use of this document is prohibited.

### **Cost of Preparation of Proposal**

The City will not be responsible for any costs incurred by the proposer for the preparation, printing, or negotiation process. The proposer shall bear all such costs.

### **Notification of Withdrawal of Proposal**

Proposals may be modified or withdrawn before the date and time specified for proposal submission by an authorized representative of the vendor by formal written notice. Proposals submitted will become the property of the City after the proposal submission deadline.

**Errors and Omissions**

The vendor shall point out to the City, and not be allowed to take advantage of, any obvious errors and/or omissions in these specifications or in the vendor's specifications submitted with his/her proposal.

**Rights to Pertinent Materials**

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the vendor that are submitted as part of the proposal shall become the property of the City after the proposal submission deadline.

**Acceptance Period**

Proposals must provide for and allow 60 calendar days for acceptance by the City from the due date for receipt of proposals.

**News Releases**

News releases and all other related information (e.g., recommendations, etc.) pertaining to this project shall not be made available to anyone without prior approval by the City.

**Right to Reject Proposals**

The Project Manager will review all proposals to determine compliance with administrative requirements and instructions specified in this RFP. The City reserves the right to reject any and all proposals or any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the initially proposed project as the City may deem necessary in its interest.

The City reserves the right to cancel the award of a contract at any time should the vendor fail to comply with the terms and conditions of this RFP. In all matters relating to the cancellation of this RFP, the City shall be the sole judge of its best interest and vendor compliance with terms and conditions.

**Demonstrations**

As part of the evaluation process, the City may require demonstrations of similar systems and/or specific applications that are installed and operational. Finalist vendors should be prepared to demonstrate applications and answer questions from the City. All costs of the demonstrations are the vendor's responsibility. Additionally, the City may require visits to existing installations of comparable systems. The City will be responsible for costs associated with visiting other installations.



## Evaluations

### Evaluation Procedure

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals will be conducted by an evaluation team composed of representatives from the City of Alameda, which will determine the ranking of the proposals.

Items in Appendix A, Checklist for Responsiveness, must be included as part of the proposal. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team. The City, at its sole discretion, may elect to select the top-scoring vendors as finalists to make an oral presentation and/or demonstration to the evaluation team.

### Award Criteria

The award of this RFP will be based on the following criteria and other criteria identified in this solicitation.

Section	Possible Points
Cost/Pricing	200
Vendor compatibility with current APD systems	100
System requirements with an emphasis on privacy	700
<b>Total Possible Points</b>	<b>1000</b>

### Initial Determination of Responsiveness:


Proposals will be reviewed initially to determine, on a pass/fail basis, whether they meet all administrative requirements specified in this RFP.

The City reserves the right to determine at its sole discretion whether a vendor’s response to a mandatory requirement is sufficient to pass. However, if all responding vendors fail to meet any single mandatory item, the City reserves the right to either: (1) cancel the procurement or (2) revise or delete the mandatory item.

### Cost/Pricing (200 pts):

The vendor with the lowest cost proposal will receive the maximum (200) cost evaluation points. Those proposals with higher costs will receive proportionately fewer cost evaluation points based upon the lowest cost proposal.

Example of Cost evaluation:

Vendor A: (Lowest cost/pricing)	$\$19,000.00 = 200 \text{ Points}$  <i>Lowest cost bid receives all 200 available points</i>
Vendor B: (2 <sup>nd</sup> Lowest cost/pricing)	$\$21,000.00$ $\$19,000.00 / \$21,000.00 = .9047 * 200 = 180.95 \text{ Points}$ <small>Lowest Bid / Higher Bid = Percentage of Available Points * Available Points = Points Awarded</small>

**Vendor Compatibility (100 pts):**

The evaluation team will review the vendor compatibility and assign a score. The evaluation team need not award all possible points and will score consistent with their values and best professional judgment. The evaluation team will primarily focus on the considerations stated in the solicitation. The scoring may be performed in isolation or together as a group, or a combination of both.

Assessment of the vendor questionnaire will use a score of 10-100 for the quality of the compatibility for the evaluation questions formulated. The score for each question will then be converted to a percentage of 100 and applied to the weight (percent of total points available for the questionnaire) of the question and the total points available to the questionnaire to arrive at the total points awarded for the question.

*Example:*

*Total Points available to Vendor Questionnaire = 100*

*Final Average Score for Bidder A = 87 out of 100 = 87%*

*Score Awarded Bidder A for = 100 \* 87% = 87*

**System Requirements (700 pts):**

The evaluation team will review the business requirements and assign a score. The evaluation team need not award all possible points and will score consistent with their values and best professional judgment. The evaluation team will primarily focus on the considerations stated in the solicitation. The scoring may be performed in isolation or together as a group, or a combination of both. Scoring breakdown will be:

- 100 pts – Data Integration and Policies
- 100 pts – Privacy Prioritization
- 75 pts – Scan License Plates
- 100 pts – User Access and Functionality
- 100 pts – In-Vehicle ALPR Requirements
- 75 pts – Training and Tech Support
- 100 pts – Auditing and Reporting
- 25 pts – Capacity and Scalability
- 25 pts – Optional Upgrades or Services

Assessments of the system requirements will use a score of 10-100 for the quality of the response for the evaluation questions formulated. The score for each question will then be converted to a percentage of 100 and applied to the weight (percent of total points available for the questionnaire) of the question and the total points available to the questionnaire to arrive at total points awarded for the question.

*Example:*

Total Points available to Business Requirements = 700

Final Average Score for Bidder A = 630 out of 700 = 90%

Score Awarded Bidder A for =  $700 * 90\% = 630$

### **Oral presentations and product demonstration may be required:**

Should oral presentations and product demonstrations become necessary, the City will contact the top-scoring vendors and any proposed vendor team members to schedule a date, time, and location. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed solution. Commitments made by the vendor at the oral interview will be considered binding. If any, oral presentations and product demonstrations will provide an opportunity to adjust the original scores.

### **Exceptions to the RFP**

The RFP format must be followed, and all requested information must be submitted as indicated. However, the City is receptive to any additional suggestions about phasing and scheduling of equipment installation and software implementation, additional related capabilities, and any alternative methods of obtaining any portion of the system requirements.

### **Discrimination and Equal Opportunity**

It is the policy of the City of Alameda to afford all people an equal opportunity to bid on any contract being released by the City. The City of Alameda has a policy that prohibits discrimination against any person because of race, religion, national origin, sexual orientation, gender, marital status, age, disability, or veteran status in the award or performance of any contract. The City of Alameda will require its employees, agents, and contractors to adhere to this policy.

### **City Council Approval**

The City Council may, at its discretion, reject, accept or modify any proposal recommended to it by the evaluation team.

### **Admissibility of Evidence**

The vendor should be able to provide documentation establishing that its technology has undergone rigorous field testing by an independent and relevant scientific body. The documentation would form the basis of a defense to any scientific challenge mounted under the Frye or Daubert Standards. Vendors shall be willing to provide an expert witness to testify in a court of law and support court cases utilizing information from their ALPR System at a reasonable fee. Please include expert witness fees in your proposal.

### **System Features and Functionality**

RFP specifications have been developed using various manufacturers' sample specifications and brochures for ALPR systems. As a result, it is possible that the City has listed a specification that is unique to one manufacturer. ***It is not the City's intent to specify equipment unique to a single manufacturer.*** A vendor who meets most, but not all, of the City's specifications and requirements, including training, support, and delivery requirements, may be found to best meet the needs of the City. The City reserves the right to consider the advantages of each proposal and to waive specific individual requirements if the overall proposal is the most advantageous to the City.

### **Independent Contract Agreement**

All applicable terms and conditions will be incorporated into any resulting contract. The City reserves the right to obtain the most favorable terms and may require vendors to modify their proposals. In addition, the successful vendor will be required to enter into a written agreement

with the City wherein the vendor will undertake certain obligations relating to the implementation and performance of the ALPR system. These obligations may include, but are not limited to the following:

**Knowledge of Conditions:** Before submitting a proposal, vendors must carefully examine this RFP and inform themselves thoroughly as to all aspects of the work pursuant to the requirements. Pleas of ignorance of conditions or difficulties that may be encountered in the execution of the work pursuant to this document as a result of a failure to make the necessary examinations or investigations shall not be accepted for any failures or omissions on the part of successful vendors to fulfill, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for the extension of time.

**Inclusion of Documents:** A copy of the RFP and the proposal submitted in response will be included as part of the final contract with the selected vendor. In addition to the completed proposal, a resulting purchasing contract may include, but not be limited to, written correspondence or facsimiles between the City and the vendor subsequent to proposal submission.

**System Acceptance Test and Accountability:** The selected vendor will develop a system acceptance plan that shall be submitted to the City of Alameda for approval. This plan shall include a list of milestones such as equipment installed, equipment tested, personnel trained, and documentation delivered. The vendor will be required to submit monthly status reports covering such items as progress of work being performed, milestones attained, problems encountered and corrective action taken. The vendor shall attend project status meetings at least once per month during the course of the entire implementation period or scope of the project, at no additional cost to the project. The vendor will provide an acceptance test report at the completion of the project. Project financial reporting and invoicing will be mutually agreed upon.

**Project Management Plan:** Provide a detailed description of how your company plans to provide the requested system and services. Describe steps taken to ensure a start-up date that will allow for completion in a timely fashion and the expected availability of equipment and personnel to support the proposed time line.

**Vendor's Project Manager:** The selected vendor shall provide a Project Manager with authority to act for the duration of the project. In the event the vendor's Project Manager is unavailable or a need to replace the Project Manager arises, notification of the change and the replacement's qualifications must be submitted to Lieutenant McMullen in writing no less than seven days in advance.

**Insurance:** The successful vendor shall not start work until all insurance requirements, established herein, have been approved by the City Attorney's Office. The prime vendor is also responsible for all sub-contractor insurance requirements. Duplicate copies of original insurance policies required by this Agreement shall be provided to the City's Risk Manager. The vendor shall agree to furnish and maintain in full force and effect, during the period of this agreement, insurance coverage meeting the requirements outlined in Appendix E.

**Warranty:** Any vendor-provided software is to be under warranty for one year from the date of acceptance. The warranty shall require the vendor to be responsible for all costs of parts, labor, field service, pickup, and delivery related to repairs or corrections during the warranty period. The vendor warrants that the items furnished will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by the vendor to the City.

All equipment furnished shall be guaranteed by the vendor for a minimum period of one year against defects in design, material, and workmanship. The warranty period shall begin with acceptance of the completed work. Warranty repairs to correct discrepancies identified during this period will include labor and materials at no cost to the City. Any faulty equipment that, in the judgment of the City, is not reasonably repairable shall be replaced by the vendor as a warranty action. Vendors shall include a quote for full parts and labor extended manufacturer's warranty for a period of sixty (60) months from date of acceptance.

**Ongoing Maintenance and Support:** Vendors shall include a list of their capabilities and experience in providing maintenance service for all aspects of the ALPR system. This should include the average response time, number of trained technicians, support tools, and any other information to provide a good understanding of the vendor's maintenance program. Please include information on the experience and technical expertise of staff and information on the quality of the proposed ongoing maintenance and support.

**Preventative Maintenance:** The selected vendor or approved third-party vendor shall provide all maintenance during the five-year contract period. Access to the operators and vehicles shall be coordinated in advance.

**Corrective Maintenance:** Vendors shall provide the following:

- Estimated response times to subsystem faults and vehicle subsystem problems
- Estimated time to repair or replace equipment under warrant or maintenance agreement
- A reliable method for telephonic problem notification
- Sufficient on-hand supply of repair parts and materials

**Single Vendor Responsibility:** The intent of this RFP is to allow any qualified vendor to submit a proposal as a prime contractor. The use of subcontractors is permissible as long as the prime contractor accepts the responsibility for comprehensive project implementation. The City shall have the right to approve or disapprove subcontractors before the award of the contract.

**Costs:** All costs must be itemized and vendors must fill out all appropriate cost pages and a separate Excel spreadsheet may be included to outline activity or similar means of itemizations. Identify all costs, including expenses to be charged for performing the services necessary to accomplish the objectives described in this RFP. Your quotation must include all staff costs, administrative costs, travel costs, and any other expenses (e.g., for transportation, container packing, installation, training, out-of-pocket expenses, etc.) necessary to accomplish the tasks and to produce the deliverables under contract. Vendors are required to collect and pay California State sales tax, if applicable. The City will not be liable for any costs associated with the preparation, transmittal or presentation of any proposals or material submitted in response to this request for proposal.

**Pricing:** The evaluation process is designed to award this procurement not necessarily to the vendor of least cost, but rather to the vendor whose proposal best meets the requirements of this RFP. Vendors are encouraged to submit proposals that are consistent with efforts to conserve City resources.

**Payment Schedules:** The City will require a payment schedule based on defined and measurable milestones. Under no circumstances will payments be made in advance of work performed.

**Installation:** Installation of selected equipment will be performed by a vendor selected and City approved individuals. Equipment installed in emergency vehicles will not interfere with

any emergency equipment. No equipment provided by the vendor will interfere with any operating system or subsystem in use by Alameda Police Department. Quotes should include the costs associated with installing all equipment and software involved in this RFP. Installations shall be neat and clean, with cables being hidden to the extent possible and must meet the Project Vendor's approval.

**Training:** The City requires the successful vendor to provide on-site training, at no additional cost, to the City-approved subcontractors and to the Information Technology Department technicians who will be performing minor troubleshooting.

The successful vendor shall provide on-site operating and user training to the Department in a classroom "train-the-trainer" environment. The vendor shall provide a sufficient number of experienced and qualified staff, along with the appropriate training materials, to conduct such training at the identified facilities and be willing to offer future training as needed. Please submit any additional estimated costs for future training with your submission. Training is a critical issue for the Department. In preparing your response, be prepared to address the number of estimated hours of training and the availability of training medium materials (including photocopies, electronic formats, and videotape).

**City's Information Technology Department:** Vendor responses should detail the level of involvement needed from the City's Information Technology Department, beginning with the initial purchase to day-to-day activities to include their involvement in updates, upgrades, etc.

Technical inquiries should be directed to: [dcagampan@alamedaca.gov](mailto:dcagampan@alamedaca.gov)

**Software Licenses:** All software package purchases for use under this contract shall name the City of Alameda as the license holder.

**Software Defects:** The vendor shall promptly correct all software defects for which the vendor is responsible within a time period agreed upon by the City and the vendor.

**Management Information Subsystem:** The City's local area network operates in a Microsoft Windows environment. Proposed systems should be capable of operating on Microsoft SQL Server 2012 and Oracle 11g, or similar supported operating platforms. Software should have Open Data Base Connectivity (ODBC) for interfacing with other open architecture software.

**Software must provide functionality for system management such as:**

- Control of system access
- Control of system timing
- Maintenance of the database
- Data archiving and retrieval
- Creation and generation of operational reports
- Monitoring and reporting of system status

At the time of delivery, the selected vendor shall submit complete technical information, graphs, photographs, or other means to fully describe the proposed equipment. In the event that the information furnished by the vendor is at variance with the minimum requirements of any item of these specifications, the vendor shall explain in detail with full engineering support data reasons why vendor's proposed equipment will meet the City's specifications.

In the event the successful vendor is no longer able to support, enhance, and further market their product, the vendor shall make available the relevant source code pertaining to their purchased system, assuming the City is active and up to date on their support service contract.

**System Requirements:** The proposed ALPR solution shall be new, current production

equipment. Used equipment will not be accepted. In addition, the basic design of all equipment offered shall be in full commercial production and shall not be “brand new” or prototype models.

Detailed equipment specifications are itemized in Appendix C.

Vendors should also provide recommended configurations for the hardware and software systems needed to store, retrieve, and manage the ALPR media. Systems include, but are not limited to, rack-mounted file servers, storage solutions, and any management system software not included in the ALPR systems itself. The City may purchase these systems through a separate purchasing process or in conjunction with the ALPR systems.

**Indemnification:** Vendors must agree to defend, indemnify and hold harmless the City, its officers, officials, employees, designated volunteers and agents from or on account of any injury or damage received or sustained by any person or persons during or on account of any operation proximately connected with the provisions of any provided services by vendor, its suppliers or subcontractors, their agents, employees, or for the vendor or their agents names responsibility for, or for both; or by consequence of any negligent act or omission in connection with the same; or by use of any improper materials or by or on account of any act or omission of vendor, its suppliers, subcontractors, or the agents or employees.

Further, vendor must agree, at its own expense, to defend, indemnify and hold harmless the City, its officers, employees, agents and designated volunteers, from any and all claims, costs, including attorney fees or liability arising from or based upon the alleged violation of any applicable laws, ordinances or regulations and all suits and actions of every name and description that may be brought against the City which could result from any operation or activity under this contract to be awarded whether such activity or operation be performed by vendor or subcontractor or by anyone directly or indirectly employed by either.

**Patents and Royalties:** Vendor, without exception, shall indemnify and hold harmless the City, its officers, officials, employees, designated volunteers (reserves) and agents from any liability of any nature or kind, including costs and expenses for or on account of trademark, copyrighted, patented, or non-patented invention, process or article manufactured or used in the performance of the contract, including its use by the City. If the vendor uses any design, device or materials covered by patent, trademark or copyright, it shall be mutually understood and agreed without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

**Resolution of Disputes:** The vendor and City agree that in the event of any controversy, dispute, or claim between the City and the vendor arising out of, in connection with or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort or statute before filing a lawsuit the parties agree to submit the matter to Alternative Dispute Resolution pursuant to the laws of the State of California. The vendor and City shall select a third party arbitrator or mediator. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in accordance with the laws of the State of California.

**Background Checks:** The successful vendor will be required to authorize the investigation of its personnel proposed to have access to non-public areas in any of the law enforcement facilities. The scope of the background check is at the discretion of the City. Proposed staff will be required to provide their full legal name, date of birth and social security number.

**Notice to Proceed:** Will be issued after the City receives the fully executed contract.

**Other:** The City will require vendors to provide, under the final contract such items as performance

guarantees for response time, capacity guarantees, system availability, rights to source code, and system acceptance criteria. The selected vendor should be prepared to commit to these items.

Payments will be made only after completion and acceptance of the work. If the timing of the performance does not allow for that, the selected vendor will be required to provide a letter of credit.

The selected vendor may offer product enhancements, either in quantity or feature, so as to make its bid more appealing to the City.

## Projected Dates

Listed below are target dates by which the City expects certain events to be completed:

~ Estimated Procurement Schedule ~	
Release of Request for Proposals	5/12/2022
Deadline for Submissions of Written Questions	4:00 P.M. PST 6/20/2022
Response to Written Questions	Ongoing
<b>Proposal Submission Deadline</b>	<b>4:00 P.M. PST</b> <b>7/12/2022</b>
~ City of Alameda Reserves the right to revise the above schedule~	

## Vendor Response

### Introduction

All responses must be submitted on this form (or its copy).

### A: RESPONSE INSTRUCTIONS

This section establishes the format and specific content for vendor response to this proposal, as follows:

**Subsection A:** The current section.

**Subsection B:** Requires general information regarding the vendor's company and subcontractors (if any).

**Subsection C:** Requires vendor reference information.

**Subsection D:** Provide a summary of the proposed solution, documentation, and installation approach.



**Subsection E:** Requires information regarding any Computer Hardware, System Software, Network Communications Architecture, or other solution components proposed.

**Subsection F:** Requires information about the plan for implementing the proposed solution.

**Subsection G:** Requires information regarding warranty and maintenance services to be provided.

**Subsection H:** Requires information regarding vendor contractual responsibilities.

**Subsection I:** Requires specific pricing information.

**Subsection J:** Requires information on any exceptions to RFP terms and conditions. Each subsection in this area is mandatory and will be scored.

Vendors are required to respond to all questions in one of three ways:

1. Provide information where requested directly in the spaces indicated; or
2. Provide information requested in an attachment clearly indicating the page number and item number to which responding; or
3. Instead of an attachment, provide the information requested (e.g., description, explanation) immediately below the question or request for information.

Adherence to the overall format of the RFP is required. Vendors who omit responses may be deemed unresponsive and risk being eliminated.

**B: VENDOR GENERAL INFORMATION**

Company Name:

Local Address Serving  
The City:

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Headquarters Address:

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Representative(s)

Name	Title	Phone Number and Email Address
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

**Company Information**

How many years has the company actively participated in database-driven software projects? \_\_\_\_\_ years

How many employees does the company have?

Nationwide: \_\_\_\_\_ employees      In local office: \_\_\_\_\_ employees

## Vendor Collaboration / Subcontractor Services Overview

Please fill in the appropriate company name in the column next to the product or service to be provided by that vendor.

	Provided By Vendor Name(s)
a. Role or service	_____
b. Prime Contractor	_____
c. Maintenance Services	_____
d. Training	_____
e. Other (Describe)	_____



## **D: SUMMARY OF SOLUTION**

Provide a summary of the proposed solution, documentation, and installation approach:

### Proposed Solution

Please describe your proposed solution to achieving the City's goals and objectives as stated in this RFP. The City welcomes innovative and alternative solutions and reserves the right to select an alternative approach when it is deemed in the City's best interest.

### Documentation

Identify the user manuals, business process guides, or other documentation that your company plans to develop during the initiative.

### Installation

Provide a timeline that depicts the milestones necessary to implement the proposed solution. Identify the roles and responsibilities of the vendor and the City in the timeline.

### Maintenance, Support, and Warranty

Describe the duration and level of the warranty covering the proposed solution, including hardware or software components if applicable. Explain the roles of the City and Vendor for maintenance or repair issues, and clarify what coverage is provided by the vendor or manufacturer. If applicable, include options for extending warranty coverage beyond the included duration. Note the City requires a minimum of one-year coverage for all hardware, software, and services. **This is a five-year program. Include all costs for services, support, warranty, etc. for the five-year term. Vendors must also include the cost to maintain the program (subscriptions, services, support, etc.) in year six and beyond.**

## E. COMPUTER HARDWARE, SYSTEM SOFTWARE, AND ENDPOINT ACCESS

### 1. Server Hardware and Roles

If your solution includes new computer hardware, please describe each component of the system that will fulfill a server role (i.e. application server, web front end server, database server, etc.). Indicate whether the solution may be installed and supported on existing server infrastructure and provide the minimum hardware and software requirements.

The City is inclined toward self-hosted or “cloud-hosted” solutions. However, other data center/co-located/offsite solutions will be considered.

Functional role (database, web, staging, integration, etc.)	Hardware requirements (RAM, storage, cores)	Included with solution or installed on existing hardware?
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

### 2. Supported Platforms and Endpoint Requirements

If your solution includes software to be installed on or accessed from computer workstations, please describe the minimum required hardware and software specifications for those devices. List all supported platforms and versions (Microsoft Windows, Mac OS, etc.). If use is available from mobile devices (tablets, smartphones, etc.), list which platforms and versions are compatible and briefly describe any functional difference.

Platform (Windows, MacOS, iOS, Android, etc.). List minimum or supported version(s).	Functionality available
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

3. **Miscellaneous equipment**  
Please describe any other physical equipment or hardware, including but not limited to mounting racks and other furniture, interface devices, or data storage/backup.

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4. **Scalability and License Model**

Please provide the following minimum information for each scalable parameter of your solution. All costs associated with these factors should be clearly identified in the Vendor Costs section.

<b>Component</b>	<b>Minimum Required</b>	<b>Supported by proposed solution</b>	<b>Cost per growth increment</b>
<b>User Accounts</b>	<b>100</b>		
<b>Concurrent User Logins</b>	<b>50</b>		
<b>Database Capacity</b>	<b>TBD by Vendor</b>		
<b>Number of records</b>	<b>100 million</b>		

5. **Database Management System**

- a. Are all databases compliant with open system standards? Y/N \_\_\_
- b. All databases use the relational database model? Y/N \_\_\_
- c. Data dictionaries and schema information are provided to client for all databases? Y/N \_\_\_
- d. City provided with full read access to data for potential integration with other systems? Y/N \_\_\_
- e. Database technology used? (SQL, Oracle, other) \_\_\_\_\_

6. **Additional Information**

- a. Please provide a diagram (or diagrams) showing, in detail, all proposed hardware and networking components and connectivity. The diagram(s) shall include centralized computer room components as well as an overall representation of the network and peripherals. Any component that is listed in Hardware Costs shall be included and identified in the diagram(s). Diagram(s) attached? Y/N
  
- b. What delivery lead time (from the date of contract signing) is anticipated for hardware?



**F: IMPLEMENTATION AND TRAINING**

1. Installation

- a. Describe the hardware and software installation services to be performed included in this proposal:

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- b. Describe any customer installation responsibilities:

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- c. Describe the onsite and/or offsite software installation procedure, and the vendor's need for physical or remote access:

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2. Training

- a. Indicate the hardware and software training included in this proposal. All training costs should be identified in the Vendor Costs section.

<u>Course Description:</u>	<u>Applicable For:</u>	<u>Hours:</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Total:

b. Describe any training alternatives:

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3. Documentation

Please attach and clearly identify additional published reference material for all proposed hardware and related peripherals. Attached?

Y/N \_\_\_\_\_

4. System Maintenance and Operation – City Requirements

Describe any periodic functions that must be performed by City staff to ensure proper continued operation of the system. Describe any utilities that are provided to assist in the performance of each required function.

(1) Backups

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(2) Database administration

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(3) User Account maintenance

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(4) Identify the estimated annual downtime for the above actions

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(5) Other

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**H: VENDOR CONTRACTUAL RESPONSIBILITIES**

1. Who would be the authorized negotiator?

Name/Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

2. To the best of your knowledge, does your company have current pending or threatened litigation regarding any public safety systems? Y/N \_\_\_\_\_

If yes, explain in detail.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Acceptance Period

The City requires a minimum 60 calendar day acceptance period from the date that the system is fully operational. During that time, the product(s) must successfully pass a series of reliability, performance, and functionality tests.

Describe the level of support that will be provided during the 60-day acceptance period.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Include copies of your standard contract and/or licensing agreements for:

	<b>Included?</b>
a. Hardware Purchase/Lease	Y/N _____
b. Hardware Maintenance	Y/N _____
c. Software Purchase/License	Y/N _____
d. Software Maintenance	Y/N _____

## **I: VENDOR PRICING**

This section requires a detailed breakdown of all prices for the proposed solution. All prices are to be stated as firm fixed amounts, except where requested differently. All prices must be detailed; no additional charges (e.g., sales tax, transportation, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless specified. Prices must be unbundled and separately listed, including recurring costs associated with third-party vendor-provided hardware and software. Vendors must complete all applicable price pages in this section. Totals from each section are to be summarized on the final two pages. Sales taxes are shown for each item and in the Vendor Pricing Summary pages. Vendors may choose to use their own spreadsheet printouts for the submission of prices. However, page headers, column headers, number of columns, number of rows, and row labels must conform to the enclosed pricing pages.

1. Computer Hardware, System Software, Network and Other Equipment
2. Ancillary Equipment
3. Other Costs or Services
4. Optional Costs
5. Vendor Cost Summary
  - a) One-Time
  - b) Annual Recurring



<i>DESCRIPTION</i>	<i>Model, Part #</i>	<i>Qty</i>	<i>Price</i>	<i>Tax 10.75%</i>	<i>Annual Maintenance Expense</i>
			<b>TOTAL PRICE</b>	<b>\$</b>	<b>\$</b>
				<b>\$</b>	<b>\$</b>





4. Optional Costs, Upgrades, or Additions

Provide information and pricing estimates for any optional features, components, upgrades, or services (e.g. Commercial ALPR data networks, CAD integration, etc.) that the City might consider as part of this procurement.

	<i>Initial Cost</i>	<i>Annual Recurring</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	<b>Total</b>	<b>\$</b> _____

5. For any item or service not specified in this solicitation, what are your hourly rates?

Training	\$ _____	Project Management	\$ _____
Programming	\$ _____	Installation	\$ _____
Design	\$ _____	Other	\$ _____

6. Vendor Cost Summary – One Time Costs

Provide a summary of all one-time pricing for the system you are proposing. Any subtotals carried forward to this page should agree with the corresponding detail pages.

<i><b>Solution Component (Hardware, Software, etc.)</b></i>	<i><b>One-Time Cost</b></i>
<b>TOTAL ONE-TIME COST (EXCLUDING OPTIONS)</b>	
(1) Optional Costs	_____
(2) Other Proposed Options	_____
(3) Sales Tax (10.75%)	_____
(3) Freight	_____
 <i><b>Total One-Time Options Cost</b></i>	 \$ _____
<b>TOTAL ONE-TIME COST (INCLUDING OPTIONS)</b>	\$ _____

6. Vendor Pricing Summary – Recurring Costs

Provide a summary of all recurring costs for the solution you are proposing. Any subtotals carried forward to this page should agree with the corresponding detail page.  
**Note: Recurring cost should be factored into the overall quote over the terms of the five-year program.**

<i>Solution Component (Hardware, Software, etc.)</i>	<i>Annual Recurring Cost</i>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>TOTAL ANNUAL RECURRING PRICE</b>	<b>\$</b>
<b>(without options)</b>	_____
<i><b>Total Recurring Price on Optional Items</b></i>	_____
_____	_____
<b>TOTAL ANNUAL RECURRING PRICE</b>	<b>\$</b>
<b>(with options)</b>	_____

## **J: EXCEPTIONS TO RFP TERMS AND CONDITIONS**

Please use the space below to list and describe in detail any exceptions to the RFP terms and conditions. Include any exceptions to the project requirements as stated in section 4.

## Requirements

This section provides greater detail of the functional and nonfunctional requirements for the proposed solution. Any exceptions to these requirements must be noted in the proposal. All systems must minimally meet the requirements outlined in California Senate Bill No. 34 and appropriate Civil Codes.

### Data Integration and Policies

Any data sharing shall be explicitly voluntary and managed by the Chief of Police or their designee. Users may employ the ALPR back-office software with solutions supplied by multiple vendors to integrate competitive ALPR hardware into the back office for simplified consolidation of data, ease of use, and advanced analytics for investigations. The successful vendor shall provide a conduit in facilitating retrieval and potential sharing data with NCRIC.

The solution is a data table with the following fields:

- License Plate Number
- Timestamp – accurate to the minute or better
- Latitude
- Longitude
- Agency Name
- Agency ORI (a number that identifies the law enforcement agency whose device captured the plate)
- Source Device (a name of the vehicle, camera, or other device that captured the plate)
- Prioritize rear plate imaging
- Expiration date – date when the read must be deleted from the system (retention period)

Data must be collected from publishing databases into the unified database at a near real-time, 24x7 replication schedule. A delay of five minutes is acceptable, but the system should not be designed for daily, weekly, or other delayed replication intervals.

### Purge of Expired Data

All ALPR reads in the system will have expiration dates after entering into the database or from the original date on which the data was created. After this period, the record and its associated photographs must be deleted. Should a change occur in Alameda Police Department's retention policy, all persisting reads must have their lifespan extended or reduced accordingly.

## Hardware Requirements

### Cameras

All camera systems should be fully operational regardless of weather, daylight, or nighttime conditions. Cameras should meet the following specifications:

- Compact, low profile
- Variable light conditions

- Waterproof and impact resistant
- Color camera
- Cameras must be capable of producing multiple license plate images with varying and automatic shutter settings to ensure a high-quality image regardless of weather or lighting conditions
- Each camera shall be secure to prevent access from an outside source

### **ALPR Systems**

The selected vendor shall provide a solution to cover fourteen (14) locations that can be placed at or near ingress and egress areas of the city. These devices shall be able to disseminate intelligence data to officers and facilitate alerts from hotlists. Each ALPR system will minimally meet the following requirements:

- Integrated camera, sensor, and processing unit
- Work day or night, in any weather, and include multiple green power sources such as solar and battery. Power sources for these devices must be specified
- Read license plates at a rate of up to 900 per minute, instantaneously comparing each to a hotlist/alert
- For each plate read, information captured includes license plate numbers, photos of the car, GPS coordinates, and date/time stamps
- Proposals must include the average operating time for these devices
- All data gathered must be stored in a manner that is compliant with the Criminal Justice Information Services (CJIS)

## **User Access and Functionality**

### **ALPR Software**

As part of the overall system and functionality, a customized software application must be provided so users can manage all the data collected by the various ALPR deployments (client applications), manage the database functions and manage the user administration functions. The software must feature one or more Agency Managers, for each participating agency, and a variety of configurable user profiles defined by the Agency Manager for granular management of ALPR systems, users, hotlists/alerts, retention policies and data access.

### **Searching the Database**

Users must be able to search the ALPR database by entering any combination of the following parameters:

- License Plate (full or partial, with wildcard support)
- Start Date and End Date, including time of day with a minute level of precision.
- Device Name (this is a list of all vehicles and fixed cameras that have contributed reads to the database, chosen from a drop-down or other multi-select interface)
- Location and proximity range. This could be a geocoded address field, lat/long coordinates, or other functionality for allowing the user to specify a location and search radius.

Search results will be returned, including all images associated with the reads. Users must be able to view the results visually on a map. Base layers such as Google Maps or Bing Maps are acceptable.

### **License Plate Hotlists/Alerts**

Users may manually enter any number of license plates they wish to be alerted of when a read on that plate enters the database. The selected vendor's system shall have the ability to alert a user via e-mail actively, text message, or other means when a read on a plate from their hotlist/alert enters the system. This shall include hits to covert lists and the ability to send group notifications. The alert will include the license plate, captured images, read time, and, if known, the latitude/longitude coordinates of the read.

Users should be able to view, add to, or remove from their existing list of Alerts. Additional functionality to create alerts based on a location or target area would be considered highly favorable. The system should be able to alert the dispatch centers when an ALPR camera receives a "hit" on a wanted plate or plate of interest.

Users shall have the ability to set expiration dates for alert notifications. After the expiration date, the user must manually re-enter the plate if they still wish to be notified if it is discovered. It would be desirable to notify the user that a plate they entered into a hotlist for alert notification is preparing to expire.

Note that multiple users may create hotlists/alerts for the same plate, and a single user may have multiple hotlists/alerts set up for many different plates, so the lifespan of the hotlists/alert must be tracked per plate per user. When two users enter the same plate on separate hotlists/alerts, whether covert or not, the system should notify the users of the duplicate entries for de-confliction purposes.

### **Analytics**

The ALPR shall feature investigative, analytic tools. The system shall provide an ability to virtually visit a location, defined either by a physical address or on a map interface, and see all "visits" to that location by an ALPR system. The user shall be able to select any individual visit to view the license plates scanned during said visit. The user shall be able to open up multiple locations of interest and compare the locations for the presence of common vehicles. The system shall be able to query a known target vehicle and identify potential "associates" based on patterns of close proximity to the known target vehicle. The system shall provide an ability to enter a known target vehicle and return a ranked-order list of best possible locations to locate said vehicle based on the aging of the ALPR data, frequency of the vehicle at a given location(s), and popularity of the target vehicle compared to all other vehicles ever scanned at

the given location(s).

### **Commercial License Plate Database**

Information is key to the success of any investigation and ALPR data is no less important. ALPR data obtained from sources other than law enforcement will be considered to be part of a commercial license plate database for purposes of this RFP. Access to commercial license plate data is not a requirement but is highly desirable in this proposal, as ALPR data contained within these systems would work to complement the available data generated by the participating agencies. Access to commercial license plate databases must be fully integrated and accessible using the same login and subject to the same search protocols as mentioned throughout this RFP. Information within commercial license plate databases shall be maintained completely separate from law enforcement data. Additionally, no law enforcement data from any of the participating agencies may be shared with any commercial license plate database under any circumstances.

### **In-Vehicle ALPR Software Requirements**

The proposed solution shall offer an easy-to-use user interface, providing both touch screen and functional key navigation for in-vehicle software use. The following functions are minimal requirements:

- The application software must be capable of supporting an unlimited number of "hotlist/alert" databases for simultaneous matching
- The application software that resides in the police unit must provide a user name and password as assigned by the Agency Manager
- The application software must be responsive in comparing a captured license plate against multiple and voluminous databases with less than a five-second response to a query of a database/s containing millions of records
- The system must be capable of transmission of both hotlist and detection data to ensure that both the ALPR server and mobile application are synchronized in near-real-time via a secure web services technology
- The Mobile ALPR system must be capable of automatically logging into the ALPR 'checking' for new hotlist/alert files and updates from the server in near real-time
- The system can download hotlist/alert data files and upload ALPR Detection and holist/alert records via 802.11 Wi-Fi, Cellular, or Broadband
- If no wireless communication to the ALPR server is available, then the system retains all information until such time when the system restores communication to the ALPR server
- The Mobile ALPR system must also allow any number of users/operators to log in to the mobile application, with login credentials provided by the Agency Manager, the application auto-reconfiguring to the user's pre-defined configuration set points
- The Mobile ALPR software to be installed on the MDT unit shall be tested and confirmed to be 100% fully compatible with all versions of Microsoft Windows 10, or similar operating system platforms
- Configurable audible and visual alert notifications



- Users must be able to continue the use of other police vehicle software applications installed on the MDT without system interruption, regardless of ALPR activity
- Users must be able to correct any “misread” license plate detections easily
- Mobile ALPR system software must be able to operate in the “background” as a minimized application
- Mobile ALPR system should offer a comprehensive search utility that allows the operator to query manually all hotlist/alert and ALPR detection data stored in the vehicle, including querying by entering a partial set of license plate characters
- The Mobile ALPR system shall allow hotlist/alert downloads specific to each user login whereby the ALPR application will automatically download a user's designated hotlist files as defined by an administrator
- Designated users of the Mobile ALPR system may enter a hotlist/alert record during any period of operation
- Hotlist/alert additions shall have associated expiration dates, and the system can automatically distribute the hotlist/alert entry from one patrol vehicle to all other vehicles on patrol (with appropriate permissions)
- Operators should be permitted to enter customs notes related to all captured license plate records
- The Mobile ALPR system shall continue to process and record license plate detection data while a “hit/alert” is displayed without requiring operator intervention
- If multiple hits/alerts occur sequentially without the officer's immediate acknowledgement, the hit/alert alerts shall ‘stack’ in such a way that the operator must acknowledge each hit/alert
- The Mobile ALPR system should provide visual status indicators to alert the operator to a potential problem within the system, notifying the user with the following alerts as a minimum, including wireless communications status with ALPR server, GPS status, ALPR camera status and ALPR processor status

### **Permissions**

The ALPR back office software shall afford permissions granted by the Agency Manager (User group) to each user that will allow or disallow data access to ALPR hits/alerts and hit/alert notifications, depending on the relevance of the user's role. The ALPR back office software shall also permit hotlist/alert management that includes single plate hotlist/alert record entry, multiple record hotlist batches and automated hotlist update subscriptions, both locally and remotely via HTTP, FTP, and SFTP. In addition, the ALPR back office software shall allow automated hotlist/alert subscriptions, which incorporate an optional schedule that lets the user determine the update frequency for multiple user-defined times.

### **Password policy**

Passwords must conform to industry-standard strong password requirements, including multiple types of characters, and a minimum password length.

Agency Managers should be able to set user passwords to expire and should require a

change of password for the account to remain active. Users should be notified once when 14 days remain, then again when 7 days remain, before password expiration. Deactivated accounts should remain present so they may be re-activated by the Agency Manager without being recreated.

Password assistance should be provided to users by sending an e-mail to their registered e-mail address with a hyperlink, or other functionality, for resetting their password.

### **Auditing**

All user logins, license plate searches, and alert e-mails sent must be recorded internally for audit purposes. Agency Managers should be able view queried records and hotlists/alerts for all employees and individual officers. These filters should include date and time, last record, query by plate, query by requestor, IP address and browsing of records and hotlists/alerts. Agency Managers must minimally be able to export all audit data in PDF and Excel formats.

The ALPR back office software must incorporate a Dashboard reporting utility. This Dashboard Utility shall allow the user to view system and server productivity as measured by hotlist/alert volumes, detection and hit volumes, and accuracy ratios. Measurement of Dashboard statistics should be in the form of pie charts or bar graphs or raw data, and allow filters by agency (user group), by user, by ALPR system, by system type and based on selected hotlists/alerts. The user must be able to export reports from the Dashboard for all data in PDF and Excel formats as a minimum.

### **Mapping**

The ALPR back office server must incorporate a dedicated mapping service utility that will allow each ALPR user (based on relevant permissions as defined by the Agency Manager) a geographic overlay of all ALPR hit data on a user-defined map. The accessible data shall be defined by the Agency Manager (User Group) and each data point shall be made available to the User as a permission granted at the Agency Manager's discretion. The mapping utility shall contain a minimum of following features:

- User-defined icon images to represent each hit type
- Geographic plotting by hotlist/alert Source Geographic plotting by alert Type
- Geographic plotting by historical time period
- The ability to generate comprehensive PDF reports from hit data

### **Mobile Device Applications**

Mobile device applications are not required, but are a preferred option. These applications should be available for both Android and iPhone and should allow for license plate images to be taken for matching against the end user interface (agency hotlist/alert records) with positive matches returning alert notifications to the mobile device.

### **Server and Hosted Solutions**

Vendors may submit a proposal for solutions with alternative means of storage. Solutions can be cloud-based or part of a regional system but must meet all RFP requirements. Hosted solutions must meet all Criminal Justice Information Services (CJIS) requirements and be ISO 9001 certified. Providers for hosted solutions shall ensure ALPR data is accessible to law enforcement only as provided in Senate Bill 34. This information shall not be comingled, combined or shared with any commercial database. All ALPR data maintained on a hosted solution shall remain the sole property of the submitting agency. Should there be a separation

in service, all ALPR data will be returned to the originating agency at no additional cost.

Hosted solutions must maintain redundant power sources, redundant fiber connectivity, and appropriate protocols to safeguard against data loss. The data center shall have the ability to monitor environmental conditions within the center, have secure access control, and must escort visitors while in the facility.

### **Capacity and Scalability**

The system must be able to accommodate a large quantity of records, users, and capacity of data. Accounts for up to 150 users may be required, with peak access times having approximately 90% of the user base logged in simultaneously.

The proposed solution should be scalable to at least 4x the original capacity. If initial or future pricing will scale based on capacity, or number of users, records, or replication partners, please indicate this in your proposal. Any maximum limits on these factors must also be noted. Vendors should set out specifications for capacity and scalability in their response.

### **Additional Requirements**

Additional requirements for this RFP can be found throughout this document and specifically in Section 2 under the heading, "Independent Contract Agreement." Please review this document in its entirety to ensure proposals meet each of the requirements set forth herein.

## APPENDIX A

### CHECKLIST FOR RESPONSIVENESS

This checklist is provided for Bidder's convenience and identifies the documents to be submitted with each Response. Any Response received without any one or more of these documents may be rejected as being non-responsive.

- One (1) original Letter of Submittal - signed by a person authorized to legally obligate the Vendor and submitted with the proposal.
- Proposal submitted on or before 4:00 p.m. on 12 July ,2022

#### **Proposal Contains the Following:**

- Completed Subsection B General information regarding vendor's company
- Completed Subsection C Vendor References
- Completed subsection D Summary of proposed solution, documentation and installation approach
- Completed Subsection E Computer hardware system software, network communications and other components
- Completed Subsection F Plan for implementing proposed solution
- Completed Subsection G Warranty and maintenance services
- Completed Subsection H Vendor contractual responsibilities
- Completed Subsection I Pricing information
- Completed Subsection J Exceptions to RFP terms and conditions
- Completed APPENDIX B, Requirements
- Completed APPENDIX C, Technical Requirements
- Completed APPENDIX D, Offer, Certifications and Assurances

## APPENDIX B

### Requirements (MANDATORY/SCORED)

Please check the appropriate box as to how your product:

- a) Meets the requirement, or
- b) Partially meets the requirement, or
- c) Requirement is available on future release (provide timeframe), or
- d) Requirement is not on your roadmap

As well, in the "Description/Comment" section, please provide a description including product information of how your product proposed will meet or exceed our needs. This can include case studies, images, or other documentation. As well, please explain why your product is unique or better than other vendors. Doing so will help the evaluation team during scoring. If you run out of space in the "Description/Comment" column, please feel free to include an appendix and refer to the particular requirement (i.e. 1.1, 1.2, etc...).

<b>1. Data Integration and Policies</b> (maximum 100 pts.)					
<b>Requirement</b>	<b>Available</b>	<b>Partially Meets</b>	<b>Future Release</b>	<b>Not Available</b>	<b>Description/Comment</b>
	✓	✓	✓	✓	
1. Ability to share ALPR data with other agencies easily without requiring undue burden on the hosting agency's IT department					

2. Ability to integrate competitive ALPR hardware into the back office system for simplified consolidation of data, ease of use, and advanced analytics					
3. Ability to easily upload ALPR data into Evidence.com digital evidence platform without assistance from IT personnel					
4. Purging of data must be customizable					
5. Select specific records to be purged on a unique schedule (If there is an active criminal investigation, the life of the record could be extended)					

<b>2. Privacy Prioritization (maximum 100 pts.)</b>					
Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. Ability to full comply with Alameda Resolution 15625					

2. Ability to produce vendor policies and standards indicative of demonstrating the importance of privacy as a fundamental human right					
3. Share policies that exemplify equitable privacy practices					
4. Demonstrate proven ability to encrypt data end to end with limited or no data breaches					
5. Ability to share public access points from data collected for transparency					
6. Comply with the City of Alameda Data Management Policy					
7. Prohibit the use of facial recognition capabilities from all products used or sold					
8. Ability to opt-out of data sharing with any other third-parties or law enforcement agencies with ease and by user designated customizable permissions					
9. Confirm no open contracts with Immigration and Customs Enforcement					
10. Ability to meet or exceed the City of Alameda Privacy Principles					

### 3. Scan License Plates (maximum 75 pts.)

Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. Scan license plates of vehicles in motion at highway speeds that “self-trigger” upon the presence of a license plate of view					
2. Reading vertical stacked characters or recognizing small characters					
3. Camera malfunction in one location shall not prevent normal operation of cameras in other locations					
4. Ability to scan California Legacy License Plates					
5. The device shall be able to read plates from other states					
6. Priority to capture rear license plates over front license plate images					



#### 4. User Access and Functionality (maximum 100 pts.)

Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. Have a common server:					
2. So that the system can flag a vehicle license plate and receive a notification if captured via ALPR from participating agencies or agencies sharing ALPR information with the regional program					
3. So that the system can link all ALPR equipment for data sharing.					
4. Ability to compare the captured images against various law enforcement databases (e.g., NCIC, Amber Alert, etc.).					
5. Ability to upload updates to hotlists/alerts in real time.					
6. Ability to download data in Excel or PDF formats.					
7. Ability to track routes and timeframes of captured license plates.					

8. Collect and analyze all license plates captured across ALPR units.					
9. The ALPR System shall maintain a record of the number of “hits/alerts” made and the details of all matches.					
10. A “priority” will be established for each database (e.g., NCIC, Amber Alert, etc.), definable by the end user. While an operator is working with a license plate match on the workstation display, should another VLP match be made it shall, depending on whether its database priority is higher or lower than that being dealt with, place the new match “behind” or “in-front” of the current match. Note: “priority database display” applies if the same vehicle license plate “hit/alert” occurs in several databases or if while viewing a current plate match a new vehicle license plate “hit/alert” occurs in another database.					
11. After a valid user logs onto the system new database updates should be downloaded automatically.					
12. The end user shall be able to create and edit hotlists/alerts.					
13. The database shall be able to integrate with other agency databases such as					

Evidence.com to preserve evidence in criminal investigations.					
14. Does the proposed solution allow the ability to send an e-mail notification (interface with Outlook) and/or text message to include a picture and GPS coordinates, notifying of a hit/alert for a specified vehicle license plate, or any vehicle license plate from a specified hotlist/alert.					
15. System integrates with Microsoft's Active Directory.					
16. Supports multiple users from multiple remote locations to log into the back office simultaneously for data entry, making inquiries, data analysis, generating reports, etc.					
17. The system shall offer granular levels of permission and access to the back office database for external agencies/users that can be configured by the Agency Manager.					
18. Provides system administration functions to add, edit, and delete users.					
19. Provides system administration functions to place users in groups by permissions.					

<p>20. System monitors the health of the external equipment and detects “failed” equipment and reports on it (cameras, communication devices, etc.). These failures should be reported to the back office system as an “alert” and e-mail notification.</p>					
<p>21. Does the proposed solution provide flexible search capabilities within user-defined radius on a common mapping platform (i.e. Google Maps etc.)?</p>					
<p>22. Does the proposed solution provide the capability to geocode and map all addresses entered into the system?</p>					
<p>23. Users shall have the ability to virtually visit a location, defined either by physical address or mapping interface, and see all ALPR reads at the defined location.</p>					
<p>24. Users shall be able to open multiple locations of interest and compare the locations for the presence of common vehicles.</p>					
<p>25. The system shall be able to query a known target vehicle and identify potential “associates” based on patterns of close proximity to the known target vehicle.</p>					
<p>26. Does the proposed solution offer location</p>					

maps with interactive/chronological map view and have the ability to copy/paste from within the offering?					
27. Commercial ALPR data should be subject to the same search protocols as agency-owned data.					
28. System must require a user name and password and be compliant with California Senate Bill 34.					
29. Users must be able to search ALPR information by the full or partial vehicle license plate.					
30. The ability to search ALPR information by Year/Make/Model without a known VLP is highly desirable					
31. Does the proposed solution allow for more than one Agency Manager and a variety of configurable user profiles defined by the Agency Manager for granular management of ALPR systems, users, hotlists/alerts, agency specific retention policies and data access?					

### 5. In-Vehicle ALPR Requirements (maximum 100 pts.)

Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. Have an easy user interface that allows safe and complete interaction while driving.					
2. The ALPR system shall present an image of sufficient dimension and quality to allow the operator to identify the vehicle type and color.					
3. At all times the operator will have the opportunity to correct any misreads by the system.					
4. The application will provide the operator with a means to manually enter a license plate for checking against a hotlist/alert or previously scanned vehicle license plates. Any plates entered by this method will be sent to the database for matching and the transaction recorded in an audit trail.					
5. All devices shall continue to receive data while the operator is viewing with a current match or viewing any other menu or sub menu of the system.					

6. All devices shall continue to read vehicle license plate and collect data when powered on, regardless if a user has “logged in”					
7. End users can connect to ALPR cameras via a web browser interface from a remote workstation.					
8. Provides a browser-based interface for the system operators.					
9. The system will provide for the addition of “event notes” to captured vehicle license plate recognition data screens as well as the entry of messages to “hit” data screens. These “notes” and “messages” would be sent to first responders by the operator and would be searchable and generally brief.					
10. The “hit/alert screen” will contain the vehicle license plate interpretation, color overview of vehicle image, time of capture, database source identification, and other pertinent details from the database.					

<p>11. The System will automatically trigger an audible and visual alarm (that is user configurable) on the “hit/alert screen” when a match is made against a database. The system will simultaneously provide the operator with a report from the database relating to the vehicle license plate match.</p>					
<p>12. Systems must be capable of full transmission of hotlist/alert and detection data to ensure both the ALPR server and mobile applications are synchronized in near-real time</p>					
<p>13. Transfer of data files can be accomplished via 802.11 Wi-Fi, cellular and/or broadband. Explain options.</p>					
<p>14. If wireless communication to the ALPR server is lost the system should retain information until such time communication is restored</p>					
<p>15. System must be minimally compatible with GeTac systems</p>					



## 6. Training and Tech Support (maximum 75 pts.)

Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
	✓	✓	✓	✓	
1. On-site training for all end users prior to, or at the time of, initial deployment.					
2. On-site training for Agency Managers for all aspects of the system prior to, or at the time of, initial deployment.					
3. On-site training for participating agencies IT departments prior to, or at the time of, initial deployment.					
4. Fleet techs from participating agencies need training to install new units/wiring and/or replace existing units/wiring for repair.					
5. Back office training is available to the Agency Managers and department supervisors.					
6. End users have access to an online training manual, and user guide (to include self-help troubleshooting).					
7. Continuous training for updates and new features.					

8. End users have 24/7 access to vendor for real time tech support (beyond internal tech support), to help resolve issues as quickly as possible (at no additional cost).					
9. An efficient, timely, and documented warranty and/or repair process. Please provide documentation.					
10. Ability to print documentation of training for use in court.					
11. Access to expert witnesses in the event they are needed at trial (at no additional cost).					

<b>7. Auditing and Reporting (maximum 100 pts.)</b>					
<b>Requirement</b>	<b>Available</b>	<b>Partially Meets</b>	<b>Future Release</b>	<b>Not Available</b>	<b>Description/Comment</b>
	✓	✓	✓	✓	
1. Set granular auditing capability to see who has done what in the system and when.					
2. Does the proposed service provide permission/security level functionality in order to define user rights and access?					
3. Agency Managers should be able to view					

<p>queried records and hotlists/alerts for all employees and individual officers. These should include date and time, last record, query by plate, query by requestor, IP address and browsing of records and hotlists/alerts.</p>					
<p>4. The correction of any plate will be included in an audit trail and the corrected plate will be sent to the database for matching.</p>					
<p>5. The system provides predesignated reports that can be generated from the data collected.</p>					
<p>6. The system should include a Dashboard utility that allows users to view system and server productivity as measured by hotlist/alert volumes, detections and hit volumes, and accuracy ratios. These measurements should be in the form of bar graphs, pie charts or raw data and allow filters by agency, user, or ALPR system.</p>					
<p>7. Agency Managers should be able to export all audit data in PDF and Excel formats.</p>					

**8. Capacity and Scalability (maximum 25 pts.)**

Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
1. Vendors proposed solution is capable of handling 150 users with 90% being logged in to the user base simultaneously.	✓	✓	✓	✓	
2. Proposed solution is scalable to 4x the original capacity to accept future additions of ALPR devices (e.g. mobile platforms, fixed locations, etc.).					
3. What is the cost of data storage, licensing, subscriptions, warranties, etc. in years six, seven, etc.					

**9. Optional Upgrades or Services (maximum 25 pts.)**

Requirement	Available	Partially Meets	Future Release	Not Available	Description/Comment
1. Does the system allow for CAD integration? If so, to what extent?	✓	✓	✓	✓	

2. Does the proposal offer ALPR access via a mobile device? If so, does it offer both the Android and iOS platforms?					
3. Does the proposal offer access to existing commercial data to be used as an immediate force multiplier? If so, is the access to the data fully integrated into the ALPR software used to query law enforcement sourced data?					
4. Did the proposal cover other services that would enhance the overall project or provide a significant benefit to the participating agencies?					

## APPENDIX C

### Technical Requirements (MANDATORY/NOT SCORED)

<b>TECHNICAL REQUIREMENTS</b>			
<b>DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38</b>	<b>Comply</b>	<b>Don't Comply</b>	<b>Comments</b>
1. Operating System (General): Supports editions of Microsoft Windows within their mainstream support and service pack support periods.			
2. Operating System (General): Compatible with Windows User Account Control (UAC) technologies does not require modification of default UAC security levels.			
3. Operating System (Server): Support for Windows Server 2012 R2 or later.			

## TECHNICAL REQUIREMENTS

<b>DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38</b>	<b>Comply</b>	<b>Don't Comply</b>	<b>Comments</b>
4. Operating System (Client): Support for Windows 10 SP1 (64-bit) or later is required.			
5. Security: Compatible with Windows BitLocker Drive Encryption technologies.			
6. Web Browser: Internet Explorer 11 or later. Mozilla Firefox 49x or later. Chrome.			
7. Firewall/Antimalware: Trend Micro Antivirus and Norton Internet Security.			
8. Virtualization: Fully supports virtualization on Microsoft Hyper-V technologies (2012 R2 or later) and VMware ESX.			

## TECHNICAL REQUIREMENTS

<b>DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38</b>	<b>Comply</b>	<b>Don't Comply</b>	<b>Comments</b>
9. Security: Product demonstrates implementation of the principle of least privilege. Applications are able to access only the information and resources that are necessary for their legitimate purposes. Excessive credential requirements such as necessitating Enterprise Admin/Domain Admin privileges (or similar requests) are not permitted.			
10. Security: Vendor demonstrates knowledge of and action to security threats faced by modern enterprise IT.			



## TECHNICAL REQUIREMENTS

<b>DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38</b>	<b>Comply</b>	<b>Don't Comply</b>	<b>Comments</b>
11. High-availability: Where server and application fault-tolerance apply, Microsoft Windows Failover Clustering and its associated back-end infrastructure must be supported. This includes (but is not limited to) fiber-channel attached shared storage, Cluster Shared Volumes (CSV), live migration, and performance resource optimization (PRO).			
12. Management: Manageable by standard Windows technologies such as Terminal Services, Remote Desktop, Remote Assistance, and System Center Configuration Manager (SCCM) Remote Tools.			

## TECHNICAL REQUIREMENTS

<b>DESKTOP REQUIREMENTS 1-8</b> <b>SERVER REQUIREMENTS 9-38</b>	Comply	Don't Comply	Comments
<p>13. Management: Vendor provides a turnkey comprehensive Management Pack for use within System Center Operations Manager 2012 R2 or later.</p>			
<p>14. Management: Includes a comprehensive suite of tools to facilitate centralized management, troubleshooting, and auditing. This includes (but is not limited to) a central management console, Active Directory Group Policy ADM/ADMX templates, server/client health reporting, and preferably SCCM Desired Configuration Management (DCM) packs.</p>			

## TECHNICAL REQUIREMENTS

<b>DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38</b>	<b>Comply</b>	<b>Don't Comply</b>	<b>Comments</b>
15. Database: Microsoft SQL Server 2012 or later.			
16. Database: Uses Microsoft SQL Server application components such as Integration Services and Reporting Services if such functionality is necessary.			
17. Database: Database authentication via Windows Authentication. SQL authentication is not permitted.			
18. Database: Requires no client-side database engine instance such as SQL Express or similar.			

## TECHNICAL REQUIREMENTS

<b>DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38</b>	<b>Comply</b>	<b>Don't Comply</b>	<b>Comments</b>
19. Code Base: Based on a Win32-native or Microsoft .NET Framework 4.5 or later managed code base.			
20. Code Base: Leverages no deprecated Win16/Win32/MFC/.NET library or assembly functionality.			
21. Code Base: No client-side components may depend on or require in any way the Java Runtime Environment (JRE).			
22. Web Server: Requires no Java-based server technologies such as IBM WebSphere, Apache Web Server, Apache Tomcat.			

## TECHNICAL REQUIREMENTS

<b>DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38</b>	<b>Comply</b>	<b>Don't Comply</b>	<b>Comments</b>
23. Web Server: Microsoft IIS 8.5 or later.			
24. Firewall/Antimalware: Compatible with Microsoft Windows Firewall technologies.			
25. Reverse Proxy Access: Compatible with Microsoft Forefront Threat Management Gateway/F5/Kemp or similar.			
26. Messaging: If messaging functionality is required, must support use of either the Microsoft Outlook 2010 (or later) API and/or fully support Microsoft Exchange 2013 or later web services.			

## TECHNICAL REQUIREMENTS

<b>DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38</b>	<b>Comply</b>	<b>Don't Comply</b>	<b>Comments</b>
27. Authentication (Users): Product must use Microsoft Active Directory Domain Services as the primary means of user authentication and user information lookup. An internal/proprietary user database may be available but must not be required, unless otherwise specified by WSP Information Technology Division (ITD).			

## TECHNICAL REQUIREMENTS

<b>DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38</b>	<b>Comply</b>	<b>Don't Comply</b>	<b>Comments</b>
28. Authentication (Users): Must support and use integrated Windows authentication to Microsoft Active Directory Domain Services. The Windows credential currently logged on should be automatically detected and used for subsequent user authentications unless otherwise specified.			
29. Authentication (Computers): If computer authentication is required, must support and use Microsoft Active Directory Domain Services to validate current host against a published domain computer account.			

## TECHNICAL REQUIREMENTS

<b>DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38</b>	<b>Comply</b>	<b>Don't Comply</b>	<b>Comments</b>
30. Authentication (Multi-factor): Must not interfere with the use of multi-factor authentication technologies such as smart cards, key fobs, etc. built into the Windows operating system.			
31. Authentication (SSO): Any single sign-on technologies used must be fully compatible with and use Microsoft Active Directory Domain Services.			
32. Active Directory: Requires no modifications to Active Directory schema.			



## TECHNICAL REQUIREMENTS

<b>DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38</b>	<b>Comply</b>	<b>Don't Comply</b>	<b>Comments</b>
33. Logging: Uses Windows Event Viewer technologies for logging. Must use unique event IDs and event source names so to facilitate effective filtering, triggering, audit, and capture.			
34. Deployment (Client): Fully implements a silent installation option and supports the use of System Center Configuration Manager for deployment.			
35. Deployment: Uses an industry standard Microsoft-certified installer such as Windows Installer, Install Shield, etc.			

## TECHNICAL REQUIREMENTS

<b>DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38</b>	<b>Comply</b>	<b>Don't Comply</b>	<b>Comments</b>
36. Network: Must not use Windows Internet Naming Service (WINS) name resolution technologies, DNS only.			
37. Network: Must not use the Windows Computer Browser service.			

**TECHNICAL REQUIREMENTS**

<b>DESKTOP REQUIREMENTS 1-8 SERVER REQUIREMENTS 9-38</b>	<b>Comply</b>	<b>Don't Comply</b>	<b>Comments</b>
38. Currency: Vendor demonstrates adherence to a well-documented software development lifecycle open to inspection and has a verifiable history of maintaining technical currency. This includes operating systems, development frameworks, deployment, patching, security, and virtualization technologies, and general enterprise IT industry trends.			

## APPENDIX D

### OFFER, CERTIFICATIONS, AND ASSURANCES

I/we have read and understand all information contained within this entire bid package.

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here/ declare that all answers and statements made in the proposal are true and correct and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).

The prices and/or cost data/bid submittal information has been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single bid. No attempt has been made or will be made by the Bidder/Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other bidder or to any competitor.

In preparing this proposal, I/we have not been assisted by any current or former employee of the City of Alameda whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Any exceptions to these assurances are described in full detail on a separate page and attached to this document.

The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the City of Alameda without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.

I/we further offer to furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein including all amendments.

I/we understand the City of Alameda will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the City of Alameda, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

I/we agree that submission of the attached proposal with an authorized signature constitutes complete understanding and compliance of this Request For Proposals solicitation contents and all incorporated and attached Appendixes, schedules, and amendments including the sample contract and general

terms and conditions and certifies that all necessary facilities or personnel are available and established at the time of bid submittal. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

---

(Typed or Printed Name)

---

Vendor's Signature

---

(Title)

---

(Date)

## APPENDIX E

### INSURANCE REQUIREMENTS

Without limiting VENDOR's indemnification of the City of Alameda (hereafter City), and prior to commencement of work, VENDOR shall obtain, provide and maintain at its own expense during the term of any agreement or contract, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

**General liability insurance:** VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance:** VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with work to be performed under any agreement or contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance:** VENDOR shall maintain professional liability insurance that covers the services to be performed in connection with any agreement or contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of any agreement or contract and VENDOR agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by any agreement or contract.

**Workers' compensation insurance:** VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$500,000).

VENDOR shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

**Other provisions or requirements**

**Proof of insurance:** VENDOR shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of any agreement or contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage:** VENDOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by VENDOR, his agents, representatives, employees or sub-vendors.

**Primary/noncontributing:** Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**District's rights of enforcement:** In the event any policy of insurance required under any agreement or contract does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by VENDOR or the City will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, City may cancel any agreement or contract.

**Acceptable insurers:** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation:** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its sub-vendors.

**Enforcement of contract provisions (non estoppel):** VENDOR acknowledges and agrees that any actual or alleged failure on the part of the City to inform VENDOR of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting:** Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the VENDOR maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of cancellation:** VENDOR agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status:** General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations:** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

**Separation of insureds:** A severability of interests provision must apply for all additional insureds ensuring that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause:** VENDOR agrees to ensure that its sub-vendors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. VENDOR agrees that upon request, all agreements with VENDORS, subcontractors, and others engaged in the project will be submitted to the City for review.



**District's right to revise specifications:** The City reserves the right at any time during the term of any agreement or contract to change the amounts and types of insurance required by giving the VENDOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the VENDOR, the City and VENDOR may renegotiate VENDOR's compensation.

**Self-insured retentions:** Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

**Timely notice of claims:** VENDOR shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under any agreement or contract, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance:** VENDOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.