



## AGENDA REPORT

**Meeting Date:** November 19, 2013  
**Item Number:** D-7  
**To:** Honorable Mayor & City Council  
**From:** David L. Snowden, Chief of Police  
**Subject:** AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND 3M COMPANY FOR PURCHASE AND INSTALLATION OF AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS; AND  
  
AUTHORIZING A PURCHASE ORDER WITH 3M COMPANY IN AN AMOUNT NOT TO EXCEED \$98,000

**Attachments:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and 3M Company for the purchase and installation of Automated License Plate Recognition (ALPR) Systems on police vehicles. Staff also recommends that the City Council move to approve a purchase order to 3M Company in an amount not to exceed \$98,000 for the equipment and services under this agreement.

### **INTRODUCTION**

The Urban Area Security Initiative (UASI) program addresses the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas, and assists them in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI grant program for the Los Angeles/Long Beach Urban Area is administered by the City of Los Angeles.

The City was awarded funds under the 2011 and 2012 UASI grant programs to purchase ALPR equipment. This \$88,249 in grant funding will be used to assist with the purchase of seven (7) mobile ALPR systems and install them in police vehicles.

**DISCUSSION**

ALPR equipment assists law enforcement in recovering stolen vehicles, apprehending wanted persons, locating missing persons, etc. Data collected by the equipment is also shared with allied agencies and assists the region in apprehending criminals and identifying other homeland security threats.

On August 27, 2013, staff released RFP #14-06 for Automated License Plate Recognition Systems. The City received three (3) bids from the following vendors:

VENDOR	BASE COST PER SYSTEM	COMPATIBLE WITH CITY'S EXISTING SYSTEM	OFFERED DISCOUNT FOR TRADE-IN
3M COMPANY	\$16,550.00	YES	YES (\$6,620 EACH)
SENTRY CONTROL SYS	\$16,603.20	NO	NO
VIGILANT SOLUTIONS	\$12,200.00	NO	YES (\$3,000 EACH)

The City has six (6) mobile ALPR systems deployed in police patrol vehicles that are currently unserviceable and at the end of their useful lives. The RFP requested vendors to provide the City with a trade-in discount for this older equipment. Additionally, the RFP specified that the systems must be integrated into, and compatible with, the City's existing ALPR system and infrastructure.

Out of the three bids submitted, only 3M Company met all of the critical mandates specified in Bid# 14-06. While Vigilant Solutions offered a lower base cost per unit, it did not meet the City's compatibility requirements for this project and would require operation of additional management software. The bid submitted by Sentry Control Sys also did not meet the City's compatibility requirements.

**FISCAL IMPACT**

The estimated total cost for the purchase and installation of seven (7) ALPR systems from 3M Company is \$95,621.50, including shipping and tax.

The City will be reimbursed by the City of Los Angeles for authorized grant expenditures up to a maximum of \$88,249. The remaining \$7,372.50 will be funded with the Police Department's Seized and Forfeited Property funds which have already been appropriated for this purpose.

Funds for this purchase are available in the following accounts:

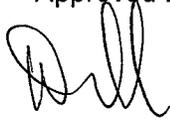
1902105F030/74130 (UASI 11 - Other Equipment)	\$64,630
1902105F032/74130 (UASI 12 - Other Equipment)	\$23,619
3202105E126/74010 (Seized & Forfeited Property - Precision Equip)	\$ 9,751
<b>Total</b>	<b>\$98,000</b>

The purchase of this equipment will increase the Police Department's Internal Service Fund charges by approximately \$24,000 per year, beginning in FY14/15, because the ALPR systems will be included in each vehicle's replacement charge schedule. This increase in Internal Service Fund charges will allow for the eventual replacement of the ALPR equipment when the vehicle is replaced. (Replacement is based on a four year lifecycle).

Meeting Date: November 19, 2013

When future funding opportunities arise, the Police Department will continue to pursue the expansion of the City's ALPR program. In order to eventually outfit all police patrol vehicles with ALPR technology, the department intends to make the up-front purchases of this technology with grants or other non-General Fund funding. The purchased ALPR equipment will then be included in the vehicles' replacement schedules.

Don Rhoads  
Approved By



David Schirmer  
Approved By

David L. Snowden

Approved By  
MARK H. ROSEN ACOF



George Chavez  
Approved By

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND 3M  
COMPANY FOR PURCHASE AND INSTALLATION OF AUTOMATED  
LICENSE PLATE RECOGNITION SYSTEMS

NAME OF CONTRACTOR: 3M Company

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Kris Robinson, Sales Manager

CONTRACTOR'S ADDRESS: 804 Innovation Drive  
Knoxville, TN 37932  
Attention: Kris Robinson, Sales Manager

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: David Snowden, Chief Of Police

COMMENCEMENT DATE: November 26, 2013

TERMINATION DATE: February 28, 2014

CONSIDERATION: \$95,621.50 (Procurement, installation and testing of  
ALPR Systems);  
Not to exceed \$2,378.50 (Contingency)  
Total not to exceed \$ 98,000.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND 3M  
COMPANY FOR PURCHASE AND INSTALLATION OF AUTOMATED  
LICENSE PLATE RECOGNITION SYSTEMS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and 3M COMPANY (hereinafter called "CONTRACTOR").

RECITALS

- A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.
- B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses. The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently,

for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s).

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Business Auto Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the

percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 5 years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities. The records and documents subject to audit do not include the disclosure of CONTRACTOR's manufacturing costs, processes or any other proprietary information. These records and any and all copies remain the property of CONTRACTOR. The CITY representatives who review the records will maintain strict confidentiality of these records and disclose such records only to those employees, officers and agents of CITY who are required to review these records in connection with this Agreement.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the Scope of Work or the services to be performed. Any changes in the Scope of Work requested by CONTRACTOR must be made in writing and approved by both parties. Any changes to the consideration paid and to the deadlines for performance made as a result of changes to the Scope of Work must be agreed to in writing by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills, California

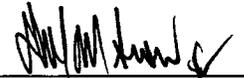
ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

3M COMPANY -

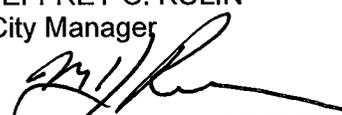
  
\_\_\_\_\_  
LINDA M. GONDRINGER  
Contracts and Agreements Manager -  
MVSS

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY C. KOLIN  
City Manager

  
\_\_\_\_\_  
DAVID SNOWDEN  
Chief of Police  
MARK H ROSEN  
ACTING CHIEF OF POLICE



KARL KIRKMAN  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

CONTRACTOR shall perform the following services:

Provide and install seven (7) mobile Automated License Plate Recognition (ALPR) systems in accordance with the specifications set forth in CITY's Bid No. 14-06 DATED August 27, 2013, attached hereto as Attachment 1.

CONTRACTOR shall provide a one-year warranty on all ALPR hardware and software.



August 27, 2013

**NOTICE INVITING PROPOSALS TO SUPPLY MOBILE AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS**

**Bid No. 14 - 06**

The City of Beverly Hills (the "City") invites prospective bidders to submit sealed proposals for the provision of mobile Automated License Plate Recognition (ALPR) systems. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals ("RFP").

Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, no later than 2:00 p.m. (Pacific) on Thursday, October 3, 2013, via mail or in-person, where they will be opened and publicly read.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the United States Postal System or other mail delivery service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

Prospective respondents who choose not to submit proposals, please complete and submit page 23.

All inquiries and comments concerning this RFP must be in writing and directed to the primary contact, Richard Knudsen, for response, and sent via e-mail to: [rknudsen@beverlyhills.org](mailto:rknudsen@beverlyhills.org). To ensure a timely response, please copy the secondary contacts, Phil Arriaga ([parriaga@beverlyhills.org](mailto:parriaga@beverlyhills.org)) on all inquiries. Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax or in-person will not receive a response.

Respondents to the RFP must submit their proposal and one (1) copy of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

**Proposal for Mobile ALPR Systems  
PD Bid No. 14 - 06  
Attention: Richard Knudsen  
c/o Office of the City Clerk, Room 290  
455 North Rexford Drive  
Beverly Hills, California 90210**

**REQUEST FOR PROPOSALS**

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**Date of Request:** August 27, 2013

**Bid Number:** 14 - 06

**Item Description:** The City of Beverly Hills is engaging in a project to install mobile ALPR camera systems on the roof of black and white police vehicles. The project will consist of installing between five (5) to ten (10) mobile camera systems. The systems will be integrated into the City's existing ALPR system and infrastructure and must be compatible. The selected vendors hardware, software and management systems must be able to seamlessly integrate with the existing server hosted by the Los Angeles County Sheriff's Office (LASO) and shared with numerous other agencies throughout the region. The vendor selected will be responsible for supplying all needed cameras and supporting equipment for installation. The actual install will be performed by the selected vendor. The selected vendor will be responsible for all system equipment, final alignment, adjustment, activation and testing of the cameras and equipment on the selected vehicles.

**Question Period:** Tuesday, September 3, 2013 through Tuesday, September 10, 2013 by 12:00 noon (Pacific).

All inquiries must be received via e-mail during this period. E-mails must be sent to: [rknudsen@beverlyhills.org](mailto:rknudsen@beverlyhills.org); with a copy to [parriaga@beverlyhills.org](mailto:parriaga@beverlyhills.org).

City's responses to requests and submissions of questions will take the form of a Bid Addenda, which will be emailed to all persons and companies whom were sent the RFP, and posted on the City's website within two (2) days of the end of the question period.

**Due Date/Open Date:** Thursday, October 3, 2013, at 2:00 PM (Pacific)

**Evaluation Period:** October 4, 2013 – October 10, 2013.

Upon review and evaluation of the proposals submitted, the City may develop a short list of candidates and invite selected respondents to participate in an interview and presentation process.

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**SECTION 1: Minimum Requirements for Submitting a Proposal**

**I. GENERAL REQUIREMENTS**

- a) Components supplied for the installation will be new, first quality units, except as specified herein. The work shall be carried out in accordance with all applicable codes, regulations, and guidelines.
  - b) All work shall be performed in a neat and craftsman-like quality, in accordance with accepted modern practices and industry standards. Care shall be exercised in installing material and equipment not to unnecessarily mar or deface components. No component shall be cut or removed without obtaining permission of the City. All unused materials, scrap and debris shall be removed.
  - c) City staff intends to conduct quality-control inspections during the upfit process, pre-delivery, and final acceptance. Inspection schedules shall be coordinated in advance between the upfitter and City staff.
  - d) The contractor shall provide the City with all associated manuals and documents covering all supplied equipment.
  - e) Consideration of a credit to be given to the City of Beverly Hills for older Federal Signal P362 camera systems that will be removed and replaced.
- All Automated License Plate Recognition hardware *and* software provided by the vendor must be covered under a one-year parts and labor warranty at no additional cost to the City.
  - The vendor must furnish extended warranty/maintenance costs for both hardware and software for up to four (4) years from the date of system installation if required by the City.
  - The vendor must have at least 7 years of proven experience in Automated License Plate Recognition technology.
  - The vendor must have at least 7 years of experience in the Public Safety market.
  - The vendor must have, at least, a minimum of one-hundred (100) Customer Accounts/End Users in the United States alone that have purchased and are actively using the vendor's product, system or components thereof, at the time of issuance of this RFP.

- The vendor must provide variants of the Optical Character Recognition (OCR) Engine that are tailored/designed for a specific country, state, or region of the country.
- As part of the vendor's system maintenance agreement with the customer, Optical Character Recognition (OCR) updates and/or revisions must be provided as determined by the vendor to address changes in the state's license plates during the term of the maintenance agreement
- The system must have the capability to capture vehicle license plates at speeds up to 160 mph with license plate capture and read accuracy rates in excess of 90% for machine readable plates.
- The system must provide effective license plate capture at night with no external lighting required.
- After issuance of the purchase order, all hardware and software must be delivered to the customer site within eight (8) weeks. This specification, however, may vary depending upon the size or scope of the required ALPR hardware.
- The successful vendor must provide on-site system training for the system Users and the System Administrator/s.
- The successful vendor must provide "turnkey" system installation and/or system installation oversight based upon the customer's requirements.
  
- All system documentation must be furnished in electronic format.
- The manufacturer/vendor must have the ability to provide ALPR cameras for fixed site (stationary) monitoring, as well as installation services and support for these cameras. These fixed site cameras must be compatible with the same back – office software application outlined in these bid specifications for the mobile and portable systems, allowing for the data to be collected in a central location for all mobile, portable and fixed ALPR camera systems.
- The software and operating system must seamlessly integrate with the central server being shared by various police agencies that is hosted by The Los Angeles County Sheriff's Department. The cameras and software must also be compatible with the city's existing system of ALPR management.

## **SECTION 2: General Conditions**

- 2-1. Proposals may be withdrawn at any time prior to the Open Date by submitting a written request via email to: [rknudsen@beverlyhills.org](mailto:rknudsen@beverlyhills.org), with a copy to [parriaga@beverlyhills.org](mailto:parriaga@beverlyhills.org). No proposal may be withdrawn after the Open Date.
- 2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondents represent and warrant that they have thoroughly examined and become familiar with the work required under this RFP, that Respondents have conducted such additional investigation as they deem necessary and convenient, that Respondents are capable of providing the upfitting

- services requested by the City in a manner that meets the City's objectives and specifications as outlined in this RFP, and that Respondents have reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for the selected Respondent to request additional compensation.
- 2-3. The selected Respondent shall comply with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provided the proposal evaluators with enough information to make an assessment of the Respondents' services in accordance with the requirements herein. Please do not include videos.
- 2-4. The form of proposal shall be made in the format requested and each Respondent shall submit, in full, the completed original BID FORM, along with the attachments and all other requested documentation.
- 2-5. Bid Form: If the proposal is made by a sole owner, is shall be signed with his/her name and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name by a member of the firm authorized to bind the partnership who shall also sign his/her own name, and the name and address of each member shall be given. If it is made by a corporation, it shall be made by an officer or other individual who has the full and proper authorization to do so and their address shall be given. If the proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so and their address shall be given.
- 2-6.

**Proposal for ALPR Mobile Camera Systems**

**PD Bid No. 14 - 06**

**Attention: Richard Knudsen**

**c/o Office of the City Clerk, Room 290**

**455 North Rexford Drive**

**Beverly Hills, California 90210**

- 2-7. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 2:00 p.m. (Pacific) on Thursday October 3 2013, via mail or in-person, at which time they will be opened and publicly read.
- 2-8. All requests for clarification or inquiries concerning this RFP must be directed to: [rknudsen@beverlyhills.org](mailto:rknudsen@beverlyhills.org), with a copy to [parriaga@beverlyhills.org](mailto:parriaga@beverlyhills.org) from August 29, 2013 through September 5, 2013 at 12:00 noon (Pacific). Any inquiry should state the

question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning this RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response. City's responses to requests and submissions of questions will take the form of a Bid Addenda, which will be emailed to all persons and companies whom were sent this RFP, and posted on the City's website within two (2) days of the end of the question period.

- 2-9. Respondents' failure to duly and adequately respond to this RFP will render the proposals non-responsive and is grounds for rejection by the City.
- 2-10. Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Respondents are responsible for depositing proposals on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.
- 2-11. Respondents' proposals must be valid for not less than ninety (90) days after the Open Date.
- 2-12. The City shall not be liable for any pre-contractual expenses incurred by any proposer or the selected Respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFP.
- 2-13. If the selected Respondent is a sole proprietorship, the Agreement shall be executed by the business owner personally. If the selected Respondent is a partnership, the Agreement shall be executed by one of the partners that has the authority to bind the partnership. If the selected Respondent is a corporation, the Agreement shall be executed by two authorized signatories. The first signature must be the chairman of the board, president or any vice president; the second signature must be a secretary, any assistant secretary, the chief financial officer or any assistant treasurer. If the selected Respondent is a joint venture, the Agreement shall be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to bind the entity.
- 2-14. Every supplier of materials and services and the selected Respondent doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000e of Subchapter VI, of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex or physical or mental disabilities with respect to the hiring, application for employment, tenure, terms or conditions of employment.
- 2-15. Theselected Respondentshall not be debarred, suspended, proposed for debarment, delacared ineligible, sentenced to a denial of Federal benefits by a State or federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
- 2-16. The selected Respondent shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City-assigned permit

- number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.
- 2-17. The selected Respondent may associate with or employ associates or subcontractors in the provision of the upfitting services upon obtaining the prior written approval of the City to such association or subcontract, but shall remain, at all times, primarily responsible for providing the upfitting services.
  - 2-18. The selected Respondent shall not assign the Agreement without the prior written approval of the City. Such approval shall neither relieve the selected Respondent from the obligations of the Agreement nor change the terms of the Agreement.
  - 2-19. The City shall have the right to inspect any material component of the upfitted van required herein. Equipment, supplies or services that fail to comply with the specifications of this RFP regarding design, material or workmanship are subject to rejection at the option of the City.
  - 2-20. Respondents shall state the nature and period of any and all warranties and/or guarantees. Manufacturer's specifications shall be submitted with the proposals and shall be considered a part of the Agreement where such specifications meet the City's minimum specifications.
  - 2-21. Respondents shall state the delivery date of the upfitted van in terms of calendar days after notification of award. Where the RFP calls for the performance of labor, Respondents shall also state the number of calendar days required for completion after notification of award.
  - 2-22. The City may consider cash discounts in the evaluation of the proposals, except that payment periods of less than thirty (30) days will not be considered in the award of the Agreement. Where cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the City, whichever is later.

### **SECTION 3: Insurance and Indemnification Requirements**

- 3-1. The selected Respondent ("Respondent") shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) per occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts of Respondents.
- 3-2. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance, covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Respondent in performing the upfitting services required by the Agreement.
- 3-3. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Employer's Liability Insurance with

- minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- 3-4. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect workers' compensation insurance as required by law.
  - 3-5. Respondent shall require each of its subcontractors to maintain insurance coverage which meets the requirements of the Agreement.
  - 3-6. The policies or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+:VII in the latest edition of Best's Insurance Guide.
  - 3-7. Respondent agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate the Agreement, or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.
  - 3-8. At all times during the term of the Agreement, Respondent shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth on Attachment C, or on any other form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Respondent shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.
  - 3-9. The policies of insurance required by the Agreement shall contain an endorsement naming the City and the City's elected officials, officers, employees, agents, representatives, attorneys and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be suspended, voided, canceled or reduced except on thirty (30) days' prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth in the Agreement.
  - 3-10. The insurance provided by Respondent shall be primary to any coverage available to the City, and any insurance or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers shall be in excess of Respondent's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Respondent hereby waives all rights of subrogation against City.
  - 3-11. Any deductibles of self-insured retentions must be declared to and approved by the City. At the City's option, Respondent shall either reduce or eliminate the deductibles or self-insured retentions with respect to the City, or Respondent shall procure a bond guaranteeing payment of losses and expenses.
  - 3-12. Respondent shall indemnify, defend and hold harmless the City, its elected officials, officers, employees, agents and volunteers from and against all demands, claims, suits, costs, expenses, damages and adjustments based on any infringement of any patent or intellectual property rights relating to goods specified in this RFP.

- 3-13. Respondent shall indemnify, defend and hold harmless the City, its elected officials, officers, employees, agents and volunteers from and against any claim, liability or financial loss (including without limitation attorney's fees and costs) arising from any intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of Respondent or any person employed by Respondent in the performance of this Agreement.
- 3-14. Respondent's obligations under this or any other provision of the Agreement will not be limited by the provisions of any workers' compensation act or similar act. Respondent expressly waives its statutory immunity under such statutes or laws as to the City, its elected officials, officers, agents, employees and volunteers.
- 3-15. The City does not and shall not waive any rights that it may possess against Respondent because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to the Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

*(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)*

#### **SECTION 4: Background Information**

- 4-1. The Fleet Services Division of the Department of Public Works and Transportation of the City of Beverly Hills provides vehicles in a variety of configurations to the BHPD. These vehicle configurations vary according to each vehicle's mission, which includes Patrol, Field Supervisor (Sergeant), K-9, Traffic Enforcement, and various other specialized applications.
- 4-2. It is of the utmost importance that the vehicles and installed equipment provided to the BHPD are built with the highest quality materials and high-quality workmanship.
- 4-3. The City desires to contract with a firm/vendor that can supply ALPR mobile camera systems for installation into selected black and white vehicles for use by patrol personnel.

#### **SECTION 5: Requirements/Specifications**

##### **MOBILE ALPR SYSTEM SPECIFICATIONS**

### **Mobile Automated License Plate Recognition (ALPR) System Specifications**

#### **Hardware Specifications**

*ALPR Cameras: (May be referred to as "Cameras" and/or "cameras")*

- The system must be comprised of self-illuminating Infrared (IR) cameras for effective license plate image capture in a variety of weather and lighting conditions.
- The Infrared (IR) Light Emitting Diodes (LEDs) must be "pulsed" to enhance license plate capture and extend the lifetime of the LED board.
- The cameras must have a dual lens configuration in a single camera housing featuring both an Infrared (IR) lens for license plate capture and a color overview image of the vehicle for verification purposes. This camera housing shall also contain onboard IR illumination, and shall be sealed to IP67 standards.
- The Infrared (IR) component of the Cameras must be available in various IR Wavelengths in order to provide effective license plate capture in different regions of the country in order to address the specific license plate properties found in various regions of the country.
- The dual lens camera must be capable of capturing up to 60 frames per second.
- The cameras must be capable of producing multiple license plate images with varying flash, shutter and gain settings to ensure a high quality image regardless of weather or lighting conditions.
- The cameras must utilize a Software Camera Controller to facilitate the selection of the optimum settings for the Gain and Shutter. Once configured by the System Administration or the vendor, all settings must be automated in each camera.
- The cameras must be small enough, *no more than 2"* tall (height), and permanently attached to the vehicle's emergency light bar so as not to obstruct or otherwise hinder visibility to the light bar.
- Each camera shall weigh *no more than 4 pounds*.
- All camera mounting bracket systems must be fabricated specifically for the vendor's cameras and must be furnished by the vendor
- In addition to the camera mounting bracket systems that attach to the vehicle's emergency light bar, the vendor must also provide camera mounting bracket systems that can be installed on those police vehicles commonly referred to as "unmarked units" or those with no roof-mounted light bar. (i.e. magnet or clip-on). These brackets must easily allow for rotation, tilt, and yaw adjustments.
- There must be no moving parts in the dual-lens cameras.
- The cameras must have a fixed focal point or target distance from the camera to the vehicle's license plate from 9 ½ feet to 30 feet.
- All camera cabling and camera connectors must be manufactured or assembled by the vendor that provides the ALPR system and all of the required components.

*ALPR Processor: (May be referred to as the "Processor and/or "processor")*

- The system must provide the customer with the ability to integrate to their existing MDT or MDC using Client – Server technology in order to minimize processor usage on their existing MDT or MDC.

- The Automated License Plate Recognition (ALPR) Processor must have a “self trigger” mode to detect the presence of lawfully mounted vehicle license plates in the cameras’ Field of View (FOV) for image capture from the camera.
- The ALPR Processor must be designed to be trunk mounted and must incorporate an intelligent Power Supply Unit (PSU) that provides for a safe start and shut – down each time the vehicle’s ignition is turned on and turned off.
- The ALPR Processor must control the power supplied to the cameras and provide video connection points for simplified system wiring.
- The ALPR Processor must have an operating input range of 10.5-16.5V DC at 90W.
- The ALPR Processor must utilize, *at least*, an automotive 30 GB extreme environment Hard Disk Drive.
- As an *option*, the ALPR Processor must be offered with a minimum, 1.1GB Solid State Hard Drive.
- The ALPR Processor must utilize a Core™2 Duo processor running Windows XP embedded operating system.
- The ALPR Processor shall have at least four digital camera connections, a dedicated GPS input, and four (4) USB Ports.
- The ALPR Processor must be designed to meet the environmental conditions associated with a trunk-mounted unit.
- When the system is configured to utilize an independent ALPR Processor, the ALPR Processor and the cameras must be developed, manufactured and supported by the same vendor.
- The vendor shall also offer a portable version of the ALPR Processor using essentially the same internal components as the trunk-mounted Processor and the portable version of the Processor must also support up to four (4) digital ALPR Cameras.
- The ALPR Processor must be CE certified.

### Client (In-Vehicle) ALPR Software Specifications

- The application software must be capable of supporting an unlimited number of “hot list” databases for simultaneous matching.
- The System Administrator must have the capability to define the police department’s database/s and assign a color code *and* priority level to each database to be used when a ‘match’ or a ‘hit’ occurs, i.e., stolen vehicles, stolen license plates, sexual predators, armed felon suspects, registered parolees, etc.
- The application software that resides in the police unit must provide for a User Name and Password as assigned by the System Administrator.
- The application software must be responsive in comparing a captured license plate against multiple and voluminous databases with *less* than a 2 second response to a query of a database/s containing up to 10,000,000 records.
- The system must have the feature that allows “hot list” databases to be created in the field by authorized users and the authorized users must have the capability to add license plate data to the system’s database/s while in the field. All license plate data added by the

- authorized user will remain a part of the selected database until the database is 'overwritten' by the System Administrator or by a new or updated database(s).
- The system must provide a feature to enable or disable "fuzzy-logic" plate matching in each police unit to enable the system to match common number character issues (0/O and 8/B) or unknown characters. This feature can be enabled or disabled at the user's discretion.
  - The system must provide for the ability to read license plates from up to four dual-lens cameras simultaneously.
  - The system must provide live, simultaneous video display of all of the following data for the two (2) dual lens cameras as selected by the user:
    - The IR License Plate Image
    - The license plate interpretation or system read
    - A corresponding color overview image of the vehicle displaying the captured IR license plate
    - The date and time stamp
    - Identification of the Camera capturing the image
    - The GPS Coordinates for every license plate captured by the system
  - When the system identifies a "match" or a "hit" of the license plate, the following additional data must be displayed in a timely manner on the system's Hit Screen:
    - The color coded database indicating the name or title of the database where the "match" occurred
    - All narrative text, if any, from the database where the "match" occurred
  - The Hit Screen must remain displayed until acknowledged by the officer, *and* while displayed, the system must continue to process license plate data in the background and all captured data must be stored in the system during this interval.
  - If so configured within the back office system software by the Administrator, the officer may also be required to select a Disposition Button on the system's Hit Screen. These Dispositions are determined by the Administrator and may be used in reporting the result of the hit and or dB match (Arrest, Vehicle Parked, Vehicle Recovered, Vehicle Impounded, etc).
  - In the event that a subsequent dB "match or hit" should occur while the original Hit Screen is displayed to the officer, the system must alert the officer that a second or subsequent "hit" occurred and the system is waiting for the officer's intervention.
  - The system must provide a touch screen feature to enlarge the vehicle's color overview image so that it can be examined by the police officer in order to gain additional information or the verification of information.
  - The system must provide touch screen navigation for the police application GUI.
  - The system must provide for the ability to run "covert" hotlists for gang investigations, organized crime, or other details. If so deployed by the administrator from the back office, a covert hotlist will not alert the officer to a hit, but will send this hit information to the back office where it can be sent to a defined notification list.
  - The system must provide the System Administrator with the ability to customize audible alerts to differentiate between unique events within the software application.

- The system must provide a visual alert for each defined event that displays in the foreground regardless of other applications in use at that time.
- The system must provide the officer with the capability to mark a license plate read as a “misread.”
- The system must provide the officer with the capability to manually enter a license plate for the purpose of searching that license plate against the system’s database(s).
- The system must provide the officer with the capability to review all of the following:
  - “hits”
  - license plate images and associated data
  - license plate searches performed by the officer indicating the date and time the search was conducted
  - misreads
- The system must provide the User with the ability to query the client software application to determine if a particular license plate has been captured in the system (prior to a download of the system data). If the license plate data is in the system, the officer must have the ability to review each license plate capture and the associated system data displayed on the Review Screen to include:
  - The IR License Plate Monochrome Image and system “read”
  - The corresponding color overview image of the vehicle
  - The date and time stamp
  - The GPS coordinates
  - The camera name or camera identification associated with the data
- The system must provide the ability to add notes to the “hit” record for permanent storage and subsequent retrieval.
- The system must be capable of capturing license plates in any of the following modes: (a) an adjacent lane on either side of the police vehicle while driving through traffic and/or parking lots; (b) traffic in an adjacent lane while parked on the side or shoulder of a roadway; (c) any parking application from parallel to perpendicular parked car orientation with respect to the movement of the police vehicle and (d) an adjacent lane to capture the rear license plate of the vehicle as it passes the police unit or vice versa
- The camera configuration must be capable of switching from one monitoring mode to another via the software application by “pressing” the corresponding on-screen function button.
- The system must have the capability to capture a still image of importance at the officer’s discretion using the color overview camera(s).

## Back Office Software Specifications

- As part of the overall system and functionality, a customized back – office software application must be provided so the customer can manage all the data collected by the various ALPR deployment (client applications), manage the database functions and manage the user administration functions.

- The client workstations, sometimes referred to as the “smart clients,” shall be able to be deployed on Microsoft Windows XP® and Windows 7® workstations.
- The system shall allow the Administrator to view Users currently logged into the back office system software and disconnect Users as needed.
- The system shall allow selective tracking and auditing of User queries in order to prevent system abuse.
- The system shall provide the capability to cross-link license plate data from external systems, such as DMV records, for query purposes.
- The system shall allow for queries to be saved as “favorites,” to enable quick and easy access to a data set being used in an investigation.
- The system must provide the ability to customize the client application screens and alarms based on system “hits,” sometimes referred to as a dB match.
- The system must provide the ability to assign priorities to the various databases utilized by each police agency/User.
- The system must provide the System Administrator with the ability to import national and local databases from a website, ftp location, or network address.
- The system shall allow for the option of automatically updating all hotlist databases from the originating website, FTP, or network location.
- The system shall allow for the scheduling of hotlist updates from the source location.
- The system shall allow for the definition of custom hotlist import formats, to enable a standard .csv or text file to be easily imported and made useable by the system without the need for vendor involvement.
- The system should allow for the option of configurable disposition buttons to be pushed out the client application. These Dispositions are determined by the Administrator, and when enabled, require the officer to enter a disposition prior to clearing the Hit screen (Arrest, Vehicle Parked, Vehicle Recovered, etc). This information is fed back into the server application for reporting purposes.
- The system must provide application security by assigning users to a Group, with a defined Role, which determines privileges within the system.
- The system must allow for an administrator to easily import users from their Active Directory, assign these users to a Group, and establish a password.
- The system must provide the System Administrator with the ability to define and configure custom roles with various access privileges based upon user responsibilities.
- The system must provide remote access to stored data for analysis and reporting using a Zero Administration Smart Client. The Smart Client shall be freely deployed to any number of network PC's.
- The system shall allow the administrator to view users currently logged into the system, and disconnect users as needed.
- The system must provide Quick Click reporting system statistics (reads, hits, etc) for a given timeframe, mobile unit, or officer login ID.
- The system must provide the ability to perform a full or partial license plate query against the databases.

- The system must provide the ability to query for license plate data based upon time, date, location and the user.
- The system must provide the ability to query for a full or partial license plate based on a physical address and search radius.
- The system must provide the ability to utilize a mapping function to plot or identify the locations of a particular license plate or identify all plates captured in a particular area during a particular time.
- The system must provide the ability to utilize a mapping function to plot or identify the location of all "hits."
- The system must provide the ability to run a query, and select a subset of that query for Detail Reporting, or for plotting on a single map for cluster or pattern analysis.
- The system must allow for advanced mapping to include street, satellite, and birds-eye views for investigations and planning of surveillance operations.
- The system must provide multiple methods for downloading and uploading information between the vehicle and the back – office application including USB thumb drive and wireless.
- The system must provide a server network environment to facilitate the sharing of data.
- SQL as its database The system shall use Microsoft engine.
- The system shall allow for remote user setup, and networking capabilities, to facilitate querying and data sharing across agencies and jurisdictions.
- The client application for networked PC's must be a zero administration installation from a web page residing on the server.
- Data and images stored in the system must have the capability to be printed as determined by the System Administrator.
- An "Export to Excel" and "Print to pdf" function must be provided within the application for reads, hits, and reports.
- The system must provide a method for automatically purging data at the device level, based upon the System Administrator's specifications.
- The system shall feature a help menu within the application.
- The system shall allow for role-based access to individual reports.
- The system shall provide a standard e-mail template to be used for email alert notifications and shall allow customization of that e-mail template.
- The system shall allow for the automated and controlled deployment of a hotlist to any selection of cameras or mobile systems.
- The system shall allow for the notification rules to be set for a specific hotlist, allowing the administrator to define which User Groups with defined roles receive alert notifications from a given hotlist.
- The system shall allow for a hotlist to be marked as covert, such as gang members, terrorist or organized crime as defined by the administrator. This allows for a hotlist to be matched against in a mobile vehicle with no officer notification, unless that officer is on the defined notification list for that covert hotlist.
- The system shall allow for the live monitoring of reads and/or hits from any number of fixed cameras or mobile/portable systems, such as may be used in a dispatch facility.

- The system shall allow monitoring and management of fixed (stationary), mobile and portable ALPR units or “devices” within the same application. Devices shall be able to be assigned to sites for ease of management.

### Standards and Testing Requirements

- The IR cameras must meet “eye safe” certification standards, as established by an international testing agency.
  - The cameras must be sealed to IP67 Standards.
  - The cameras must meet BS EN 60068 2-27 requirements for Mechanical Shock.
  - The cameras must meet Mil. Std. 810F method 516.5, Procedure V requirements for Shock Crash Hazard.
  - The cameras must meet BS EN 50293:2001 and IEC 61000-4-2 1995 requirements for electrostatic discharge *and* Radiated Emissions, FCC Part 15 and EN 55022.
  - The cameras must be RoHS Compliant
  - The cameras must be CE certified
- a) The vendors experience and past performance will also be considered in the selection of contractor for this project.
- Please provide at least four references associated with past projects, which were similar in scope to the project specified in this bid and which involved other public agencies:

	Name of Agency	Point of Contact	Contact Number
1.			
2.			
3.			
4.			

### **SUBSECTION B - SPECIAL REQUIREMENTS**

1. City shall be the sole and final judge of compliance with bid specifications and reserves the exclusive right to award this bid in any manner it deems to be in the best interests of the City.

**SECTION 6: Format of Response/Proposal**

- 6-1. All material submitted must be clearly labeled.
- 6-2. Respondents interested in responding should submit a packet that includes a table of contents
- 6-2.1 Bid Form. Complete and execute the attached Bid Form set forth in Attachment A.
- 6-2.2 Company Description. Provide a description of the company, including the organization's experience and history of providing upfitting services as required in this RFP.
- 6-2.3 Experience. Provide a detailed description of related experience in performing the upfitting services.
- 6-2.4 Scope of Work. Based on the requirements in Section 5, describe how your company proposes to supply the upfitting services requested in this RFP.
- 6-2.5 Exceptions. Carefully review the requirements in Section 5 and note in your proposal any exceptions to or deviations from any of the requirements. Detail your exceptions. Such exceptions or deviations may result in bid rejection. If you do not note any exceptions in your proposal, the proposal evaluators will assume you have bid "as specified."
- 6-2.6 References. Provide a list of at least five (4) professional references including:
- Name of Agency/Organization
  - Contact Person
  - Telephone
- 6-2.7 Contractor and Subcontractor Listing. If applicable, submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of the Agreement.
- 6-2.8 Additional Information. Respondents may provide additional information that is relevant to the proposal for consideration. Please do not include videos.
- 6-2.9 Sample Agreement. Carefully review the terms of the sample agreement in Attachment C and note in your proposal any terms or conditions to which you would like to propose modifications. Detail the proposed modification(s).
- 6-2.10 Non-Collusion Affidavit for Respondent. Complete and execute the attached Non-Collusion Affidavit for Respondent Form set forth in Attachment D.

**SECTION 7: Selection Process**

- 7-1. The City reserves the right to accept or reject any and all bids and reserves its right to waive technicalities where such action best serves the interest of the City. The City

reserves the right to accept or reject any and all bids and reserves the right to waive informalities and irregularities in the proposal process. The City also reserves the right to withdraw this RFP or decline to award a contract in its sole discretion. The City may reject proposals from Respondents who cannot satisfactorily prove the experience and qualifications required by this RFP and/or provide the upfitting services required herein.

- 7-2. The City reserves the right to require any or all Respondents to either make a presentation that illustrates their abilities to provide upfitting services and/or attend an interview session to gauge their suitability to provide upfitting services. If so requested, the respondent(s) shall make their personnel available within ten (10) calendar days of the City's request. No cost allowance shall be permitted for this requirement.
- 7-3. The City reserves the right to inspect the Respondents equipment and/or facility to determine if the equipment and/or facility necessary to provide the upfitting services are in compliance with applicable federal, state or local laws or regulations.
- 7-4. The City is the sole and exclusive judge of quality and compliance with the proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award this contract in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, including negotiating with one or more of the Respondents for the upfitting services.
- 7-5. Any agreement entered into by the City and Respondent is on a non-exclusive basis.

**SECTION VII – DETAILED SPECIFICATIONS**

**SUBSECTION A - TECHNICAL NOTES**

**IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS BID.**

**IMPORTANT NOTICE - THIS SECTION VII, SUBSECTION A, COMPLETED WITH REQUIRED INFORMATION AND/OR BIDDER'S EXCEPTIONS MUST BE ATTACHED TO AND RETURNED WITH SECTION IV - BID FORM.**

**BIDDER MUST EXPLAIN IN DETAIL ALL ITEMS OFFERED WHICH DO NOT CONFORM TO SPECIFICATIONS CONTAINED HEREIN. IF NO EXCEPTIONS ARE LISTED, IT WILL BE ASSUMED BIDDER IS BIDDING "AS SPECIFIED."**

**SPECIFICATIONS MOBILE ALPR SYSTEMS**

**BIDDER'S EXCEPTIONS**

Item	Qty	Description	Cost Proposal (W/O Tax)
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1.	5	ALPR Mobile Camera Systems and all needed equipment, mounts, brackets, hardware and cables. Systems to have 3 cameras for operation.	
		Equipment Cost:	
2	7	ALPR Mobile Camera Systems and all needed equipment, mounts, brackets, hardware and cables. Systems to have 3 cameras for operation.	
		Equipment Cost:	
3.	10	ALPR Mobile Camera Systems and all needed equipment, mounts, brackets, hardware and cables. Systems to have 3 cameras for operation.	
		Equipment Cost:	
4.		Installation of Systems. Includes all wiring, alignment, engineering and testing of equipment.	
		Cost Per System:	
5.		Shipping Cost. Amount specified to be per system so cost can be determined based on systems purchased.	
		Shipping Cost (per system):	
6.	6	Credit For 6 Used Federal Signal P362 Camera Systems. The systems shall be taken away by the winning bidder, negating any need for shipping.	
		Total Credit:	

**ATTACHMENT A-BID FORM – Page 1 of 2**  
(Must be Completed by Respondent)

Having examined this RFP and the specifications referred to herein and all conditions affecting the work, the undersigned proposes and agrees to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP at the following price: \$ \_\_\_\_\_.

**General Terms:**

1. The Respondent understands and agrees that it will be bound by its proposal as expressed on this Bid Form and its attachments and the proposal submitted if Respondent is selected and subsequently approved by the City.
2. The RFP, Bid Form and its attachments, the Response to the RFP and Addenda, if any, are made a part of the proposal submitted by Respondent.
3. The Respondent acknowledges that it has received the following Addenda:  
Addenda # \_\_\_\_\_  
\_\_\_\_\_
4. The Respondent understands and agrees that the City reserves the right to reject any or all proposals or waive any informality or irregularity in the proposal process as set forth in the RFP.
5. Respondents' quoted price shall remain in effect for not less than ninety (90) days after the Open Date.

**Exceptions:**

Any exceptions to these terms or conditions or deviations from the written specifications shall be in writing and attached to bid form. Such exceptions or deviations may result in bid rejection.

PAYMENT TERMS: \_\_\_\_\_

EXCEPTIONS OR DEVIATIONS ATTACHED: YES \_\_\_ NO \_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_ CELL PHONE (optional): \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature

**ATTACHMENT A-BID FORM – Page 2 of 2**  
(Must be Completed by Respondent)

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If your response is "NO BID", please explain below:

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**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT B—CERTIFICATE OF INSURANCE**

[INSERT CERTIFICATE OF INSURANCE]

**ATTACHMENT C-SAMPLE AGREEMENT**

**This is a sample agreement for illustrative purposes only.**

[INSERT SAMPLE AGREEMENT]

**ATTACHMENT D-NON-COLLUSION AFFIDAVIT FOR RESPONDENT**

I, \_\_\_\_\_ declare and state the following:

1. That I am the (owner, partner, representative, or agent) of \_\_\_\_\_ hereinafter referred to as the Respondent.
2. That I am fully informed regarding the preparation and contents of this proposal for certain work for the City of Beverly Hills, State of California.
3. That the proposal submitted is genuine and is not collusive or a sham proposal.
4. The officers, owners, agents, representative, employees or parties in interest, including this affiliate, have not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposers, firm or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or have in any manner, directly or indirectly, sought by unlawful contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance or unlawful contract any advantage against the City of Beverly Hills or any person interested in the proposed contract.
5. That the price or prices quoted in the proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance, or unlawful contract on the part of the proposer or any of its agents, owners, representatives, employees or parties in interest, including this affiliate.

I certify or declare under penalty of perjury, that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010, at \_\_\_\_\_, California.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Having examined this RFP and the specifications referred to herein and all conditions affecting the work, the undersigned proposes and agrees to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP at the following price: \$ See Below

**SPECIFICATIONS MOBILE ALPR SYSTEMS**

**BIDDER'S EXCEPTIONS**

Item	Qty	Description	Cost Proposal (W/O Tax)
1.	5	ALPR Mobile Camera Systems and all needed equipment, mounts, brackets, hardware and cables. Systems to have 3 cameras for operation.	\$16,550 each (credit of \$6,620 for 5 of the existing LPR systems can be allotted towards this purchase)
		<b>Equipment Cost:</b>	\$82,750 total
2	7	ALPR Mobile Camera Systems and all needed equipment, mounts, brackets, hardware and cables. Systems to have 3 cameras for operation.	\$16,550 each (credit of \$6,620 for 6 of the 7 existing LPR systems can be allotted towards this purchase)
		<b>Equipment Cost:</b>	\$115,850 total
3.	10	ALPR Mobile Camera Systems and all needed equipment, mounts, brackets, hardware and cables. Systems to have 3 cameras for operation.	\$15,226 each (credit of \$6,620 for 6 of the 10 existing LPR systems can be allotted towards this purchase)
		<b>Equipment Cost:</b>	\$152,260 total
4.		Installation of Systems. Includes all wiring, alignment, engineering and testing of equipment.	
		<b>Cost Per System:</b>	\$1,200 each
5.		Shipping Cost. Amount specified to be per system so cost can be determined based on systems purchased.	
		<b>Shipping Cost (per system):</b>	\$95 each
6.	6	Credit For 6 Used Federal Signal P362 Camera Systems. The systems shall be taken away by the winning bidder, negating any need for shipping.	\$6,620 each
		<b>Total Credit:</b>	\$39,720
7.		Hardware and Software Extended Warranty Maintenance	\$1,400 per system, per year

\*Credit for the used Federal Signal Camera Systems will only be provided on a one for one basis.  
 (ie: if 1 new system is ordered, then credit will only be provided for 1 of the returned systems.)

**General Terms:**

1. The Respondent understands and agrees that it will be bound by its proposal as expressed on this Bid Form and its attachments and the proposal submitted if Respondent is selected and subsequently approved by the City.
2. The RFP, Bid Form and its attachments, the Response to the RFP and Addenda, if any, are made a part of the proposal submitted by Respondent.
3. The Respondent acknowledges that it has received the following Addenda: Addenda #     N/A
4. The Respondent understands and agrees that the City reserves the right to reject any or all proposals or waive any informality or irregularity in the proposal process as set forth in the RFP.
5. Respondents' quoted price shall remain in effect for not less than ninety (90) days after the Open Date. *The above quote is valid for 90 days, and supersedes any quotes previously submitted.*

**Exceptions:**

Any exceptions to these terms or conditions or deviations from the written specifications shall be in writing and attached to bid form. Such exceptions or deviations may result in bid rejection.

PAYMENT TERMS:     Net 30    

EXCEPTIONS OR DEVIATIONS ATTACHED: YES  NO

COMPANY NAME:     3M Company    

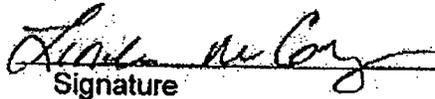
Address:     3M Center, Building 235-3A-09, St. Paul, MN 55144-1000    

TELEPHONE:     (651) 737-9011     FAX:                                     

EMAIL:     cslorence@mmm.com     CELL PHONE (optional):                                     

SUBMITTED BY:     Linda M. Gondringer, Contracts and Agreements Manager    

Name Title

  
Signature

\*Please see proposed modifications to Section 3: Insurance and Indemnifications Requirements and the Sample Agreement.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall pay CONTRACTOR upon CITY's satisfactory inspection of the installed ALPR units in the amount of \$95,621.50 as set forth below and as more fully described in Attachment 2.

	UNIT COST	DISCOUNT	SUBTOTAL	INSTALL	SHIPPING	SALES TAX	TOTAL
1	\$16,550.00	\$6,620.00	\$ 9,930.00	\$1,200.00	\$95.00	\$1,489.50	\$12,714.50
2	\$16,550.00	\$6,620.00	\$ 9,930.00	\$1,200.00	\$95.00	\$1,489.50	\$12,714.50
3	\$16,550.00	\$6,620.00	\$ 9,930.00	\$1,200.00	\$95.00	\$1,489.50	\$12,714.50
4	\$16,550.00	\$6,620.00	\$ 9,930.00	\$1,200.00	\$95.00	\$1,489.50	\$12,714.50
5	\$16,550.00	\$6,620.00	\$ 9,930.00	\$1,200.00	\$95.00	\$1,489.50	\$12,714.50
6	\$16,550.00	\$6,620.00	\$ 9,930.00	\$1,200.00	\$95.00	\$1,489.50	\$12,714.50
7	\$16,550.00	No Trade	\$16,550.00	\$1,200.00	\$95.00	\$1,489.50	\$19,334.50
							\$95,621.50

Contingency (for unforeseen services outside the Scope of Work set forth in Exhibit A) not to exceed: \$2,378.50 as mutually agreed upon by the parties in writing.

TOTAL NOT TO EXCEED: \$98,000.00

CONTRACTOR shall submit an invoice to CITY for its services performed upon completion and satisfactory testing of each unit. The invoice shall be on a form approved by CITY and detail the services completed. CITY shall pay CONTRACTOR all undisputed amounts of such filing within 30 days of receipt of the same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE : \_\_\_\_\_ BY : \_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Insurance Representative

TITLE : \_\_\_\_\_  
 AGENCY : \_\_\_\_\_ Address : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_