City of Beverly Hills, CA

Request for Proposals #19-28

Notice Inviting Bids for:

eCite Writer and Crash Reporting Solution

Bid Opening Date: Thursday May 30, 2019 at 2 p.m.

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Section 1   Executive Summary

1.1   Overview

The City of Beverly Hills (or "City") is requesting proposals for the design, implementation and support of an Electronic Cite Writer and Crash Reporting system (System). The City's vision is a fully integrated system from a single Contractor that includes specified interfaces and meets the City's functional requirements. The City will entertain solutions from separate providers (i.e., one Contractor for citation writing, one Contractor for crash/accident reporting); however, it seeks to contract with a single prime Contractor for the entirety of the desired solution.

Throughout this document, the term "System" refers to the totality of components, both hardware and software, required for the Electronic Cite Writer and Crash Reporting system and interface applications to function at the performance levels indicated in this Request for Proposals (RFP).

The RFP is divided into seven sections as follows:

Section 1: Executive Summary

Section 2: Proposal Submission Instructions

Section 3: Terms and Conditions

Section 4: Background Information

Section 5: Scope of Services

Section 6: Proposal Evaluation Criteria

Section 7: Proposal Response Format Instructions

Appendices are in separate files located in this RFP folder.

1.2   Key Definitions

Throughout this document, capitalized terms are defined as follows:

City   City of Beverly Hills

Agreement

The City's standard agreement for implementation and a license/maintenance subscription agreement to be entered into for services between City and the successful party that submits the proposal accepted by City.

Final System Acceptance

That date on which all of the following have taken place:

All hardware, software and system components purchased and/or licensed to City under the terms of this Agreement have been successfully installed, tested and accepted by the City;

All software modifications have been successfully completed, tested and accepted by City;

All user documentation provided to City is verified to be complete and current with the Systems installed;

All user and Systems management training has been completed; and

All tasks, sub tasks, or components thereof that relate either directly or indirectly to this Agreement have been completed by the Contractor and City executes a Final Acceptance document stating that all terms and conditions of this Agreement have been successfully completed by the Contractor.

Prime Contractor/ Contractor

Any individual, partnership, corporation or joint venture potentially used by the City to perform the services described in this RFP.

Project Website

City website location for all official notifications related to this RFP. All material posted is considered to be part of this RFP and will become part of the final Agreement unless otherwise negotiated.

Proposal

The document submitted by Proposers in response to this RFP.

Proposer/Proposing Party	The firm or individual submitting the Proposal.
Request for Proposals/or RFP	This Request for Proposals, including any amendments or other addenda hereto.
SubContractor	Any individual, partnership, corporation or joint venture engaged by the Prime Contractor to perform services or provide products. All assigned Agreement services for this project will be governed by the same rules and regulations outlined in this RFP, be based on approval of the City and be the sole responsibility of the Prime Contractor.
System	The totality of the prescribed hardware configuration and software elements, including subsystems, interfaces, servers, devices, applications and operating software and any other element defined and acquired through this RFP, except services.
System Application Component or System Component	Single software element, including application, application module or interface.
Tested and Accepted	Tested and accepted in accordance with the testing and acceptance criteria as described in this RFP and the Agreement.

1.3   RFP Coordinator/Communications/Inquiries

Upon release of this RFP, all communications should be directed in writing via email to the RFP Coordinator listed below. Unless authorized by the RFP Coordinator, no other agency official or employee is empowered to speak for the City with respect to this procurement. Unauthorized contact with any employee of any agency or department that is part of the City of Beverly Hills will result in disqualification from the RFP process. Any oral communication will be considered unofficial and non-binding on the City.

Following the proposal submittal deadline, Proposers shall not contact the RFP Coordinator or any other agency official or employee, except to respond to a request by the RFP Coordinator.

The RFP Coordinator for this RFP will be:

Andrew Fernando
Systems Integrator – Police Department
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210
Email: afernando@beverlyhills.org

Section 2   Proposal Submission Instructions

2.1   Proposal Response Format

Proposals must be submitted in the format described in Section 7 of this RFP, using supplied forms where indicated. Failure to follow the format requested, or the failure to use the provided forms where indicated, could result in the rejection of a proposal.

2.2   Preliminary Schedule

Event	Date
Request for Proposals Release Date	April 23, 2019
Deadline for Questions or Requests for Clarifications	Wednesday May 15, 2019 at 12:00 PM
Request for Proposals Opening Date	Thursday May 30, 2019 at 2:00 PM

2.3   Proposal Due-Date and Location

Proposal must be submitted no later than Thursday May 30, 2019 at 2:00 PM PST to:

Office of the City Clerk
ATTN: Request for Proposals eCite Writer and Crash Reporting Solution #19-28
City of Beverly Hills
455 North Rexford Drive, Room 290
Beverly Hills, CA 90210

Proposals submitted by fax or email will not be accepted.

All proposals and accompanying documentation will become the property of the City and will not be returned. The Proposer has full responsibility to ensure the proposal arrives before this deadline and accepts all risks of late delivery of mailed proposals regardless of fault. The City of Beverly Hills assumes no responsibility for delays caused by the US Post Office or any other delivery service.

2.4   Required Number of Proposals

Submit one (1) original and four (4) hardcopies of the Functional and Cost Proposals. **The Cost Proposal must be sealed and submitted separately from the Functional Proposal**. In

addition, please submit one (1) compact disc or one (1) flash drive with electronic copies of the Functional Requirements and Cost Proposal forms in their original format (Microsoft Excel) as well as the original copy of the Functional Proposal. The original proposals must include original signatures, in ink by authorized personnel, on all documents that require an authorized signature.

2.5   Project Website

The website for this RFP and related documents is:

http://www.beverlyhills.org/

All project correspondence will be posted on the project website. It is the responsibility of Proposers to check the website regularly for information updates and RFP clarifications, as well as any RFP addenda.

2.6   Questions and Clarifications Regarding the RFP

Any explanation desired by a Proposer regarding the meaning or interpretation of the Request for Proposals must be submitted via an email sent to the RFP Coordinator. The deadline for all questions and requests for clarifications or interpretations is Wednesday May 15, 2019 at 5:00 PM PST; the City is not obligated to respond to questions or requests for clarifications or interpretations not received by the stated deadline.

If the City determines that clarifications, supplemental instructions, or changes to this RFP are necessary, it will issue one or more official written addenda to the RFP that will become part of this RFP and be included as part of the Agreement. Oral explanations or instructions given before the award of the Agreement will not be binding.

All addenda will be posted on the Project Website. It is the obligation and responsibility of the Proposer to learn of any addenda, responses or notices issued by the City and posted on the Project Website. Proposers shall not be allowed to take advantage of any errors or omissions found in this RFP. Full instructions will be given if such error or omission is discovered and called to the attention of the City point of contact in a timely manner.

It is the responsibility of Proposers to assure that they have received addenda if any are issued. It shall be presumed that the Proposer has received any addenda issued and such addenda shall become a part of the proposal submittal.

2.7   Proposal Submission

The Proposer's sealed proposal must be in the proposal response format outlined in Section 7 of this proposal and mailed or delivered pursuant to the following requirements:

Package Preparation: Offers and modifications thereof shall be enclosed in sealed packages and have the following identifying information on the outside:

1. Name and Address of Proposer
2. RFP Opening Date and Time
3. Request for Proposals Number
4. Title of Procurement

The Proposer should submit a formal transmittal letter on official company letterhead that contains the following:

Statement of Interest: This statement should indicate your firm's general interest and capability to perform the project. It should also include a brief summary of any information that you feel might be especially important to the City.

Statement of Validity Period: The proposal must have a proposal life of at least one hundred eighty (180) days from the date of the RFP due date. This shall represent the time during which the proposal is a firm offer and an Agreement may be entered.

Contact Person: Please include the name, title, address, telephone number, fax number and e-mail of the key contact person for any questions regarding your proposal.

Signature of Authorized Representative: An authorized representative of the firm must sign the proposal and the name and title of the representative must be typed below the signature. The proposals containing the original signatures should be clearly marked "Originals."

Submit Proposals to:

Office of the City Clerk
ATTN: Request for Proposals eCite Writer and Crash Reporting Solution #19-28
City of Beverly Hills
455 North Rexford Drive, Room 290
Beverly Hills, CA 90210

The City shall not be responsible for the failure of mailed offers to be received by the City by 2:00 PM PST on the proposal due date.

The City will not accept any other methods of proposal delivery; telephone, facsimile, electronic and telegraphic offers will not be accepted.

The only acceptable evidence to establish the time and date of receipt of proposals at the City of Beverly Hills is the time-date stamp of the City Clerk's office on the proposal wrapper or other documentary evidence of receipt maintained by the City Clerk's office.

Section 3   Terms and Conditions

3.1   No Obligation to Proceed

The City is under no obligation to proceed with this project and may cancel this Request for Proposals at any time without the substitution of another, if such cancellation is deemed in the best interest of the City.

3.2   Withdrawal or Modification of Proposal

The City may allow a Proposer representative bearing proper authorization and identification to sign for, receive and withdraw the Proposer's unopened proposal prior to the submission deadline. A Proposer wishing to modify its proposal may do so by delivering the modification to the City Clerk's Office in a sealed envelope with a notation on the envelope indicating that it contains a modification to the original proposal and identifying the proposal by name, number and opening date. No Proposal may be withdrawn after the scheduled opening time for receipt of Proposals.

3.3   Proposal Validity Period

Submission of a proposal will signify the proposing party's agreement that its proposal and the content thereof are valid for one hundred eighty (180) days following the submission deadline unless otherwise agreed to in writing by both parties.

3.4   Proposal Verification

Proposer's responses are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The City may contact individual Proposers for clarification or correction of minor errors and omissions. Upon such a request, the Proposer must furnish any requested information to the City within two (2) business days or the proposal will be evaluated as originally received. Major errors or omissions, such as the failure to provide a cost schedule on the required RFP worksheets, may result in rejection of the proposal from further consideration.

3.5   Rejection and Waiver

The City reserves the right to reject any or all proposals and to waive informalities and minor irregularities in offers received. Furthermore, the City may issue a new or modified Request for Proposals, if doing so is found to be in the best interest of the City.

Section 3: Terms and Conditions

3.6   Proposal Costs

By submission of a Proposal, Proposers acknowledge that any and all costs incurred throughout the RFP process are ineligible for reimbursement by the City.

3.7   Multiple Awards

The City may contract with a single Proposer or, at the City's option, with multiple Proposers if deemed to be in the best interest of the City.

3.8   Purchase Orders

The Proposer shall furnish no services, equipment materials or labor unless a duly authorized Purchase Order is received from the City directing the supply of the same.

3.9   Taxation

The successful Proposer (or "Contractor") 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.

3.10 SubContractors

The City requires a comprehensive solution from a Prime Contractor with legal, project management and financial responsibility for all hardware, software, integration and implementation services. One consolidated response with all cost items included in the cost summary shall be submitted.

As such, the City intends to contract with one Prime Contractor who will be solely responsible for contractual performance and who shall be the sole point of contact for the City with regard to contractual matters. In the event the Prime Contractor utilizes one or more SubContractors, the Prime Contractor will assume all responsibility for performance of services by the SubContractor(s).

The City must be named as a third-party beneficiary in all subcontracts and all subContractors must maintain all insurance coverages required of the successful Proposer. As requested in Section 7.2, a list of all SubContractors proposed to take part in the performance of the Agreement (at its outset) shall be provided to the City for written approval prior to Agreement execution.

3.11 Use of Name

Upon entering into an agreement, the successful Contractor agrees not to use the name of the City of Beverly Hills in commercial advertising, trade literature or press releases without the prior written approval of the City.

3.12 Requirement to Meet All Proposal Provisions

Each Proposer should respond to all of the specifications and proposal terms and conditions. By virtue of the Proposal submission, the Proposer acknowledges agreement with and acceptance of all of the specifications except as expressly qualified in the Proposal.

3.13 Proposal to Become Part of Agreement

The submitted Proposal, along with this Request for Proposals, will become part of the Agreement that is negotiated between the City and the successful party.

3.14 RFP Not Contractual

Nothing contained in this Request for Proposals shall create any contractual relationship between the Proposer and the City.

3.15 Agreement Negotiation

The City reserves the right to negotiate all elements of the requirements, submittals, proposals, terms and conditions and/or scope of services as part of the contract negotiation process prior to any formal authorization of the Agreement by the City.

The Agreement resulting from this RFP will be managed by the City's Police Department.

If at any time the contract negotiations are judged to be ineffective, the City may cease all activities with a Proposer and begin contract negotiation and preparation activities with a different Proposer, continuing the process until an Agreement is executed. As a part of this process, the City may obtain "best and final offers" from all Proposers judged to be finalists. The City reserves the right to cease all contract negotiation activities at any time and reject all proposals if such action is determined by the City to be in its best interest.

3.16 Evaluation of Offers

The City reserves the right to analyze, examine and interpret any offer for a period of one hundred eighty (180) days after the hour and date specified for the receipt of proposals.

Further, in the evaluation of the proposals, the City reserves the right to use any assistance it deems advisable, including Contractors and consultants.

3.17 Award of Agreement

If an Agreement is awarded, the Agreement will be awarded to that Proposer whose proposal, demonstration and client references present a product that will be the most advantageous to the City as set forth in the Evaluation Criteria in Section 6.2. The City will negotiate with the selected Proposer to acquire the combination of functionality and implementation assistance that best meets the City needs.

When Award Occurs: Award of Agreement occurs when approval by City Council and issuance of a duly authorized Purchase Order is provided to the Proposer. A Recommendation of Award does not constitute award of Contract.

Amendment of Award: Proposal awards made by the City Council of the City of Beverly Hills may be corrected or amended in the sole discretion of the City Council prior to the City's execution and delivery of a signed agreement to a Proposer.

Agreement Term: The Agreement term shall be for a period of up to two (2) years from date of execution of the Agreement. This Agreement term may be extended as needed by mutual agreement between the City and the Contractor.

Type of Agreement: Firm fixed fee/firm fixed price. Proposed price shall be good for a minimum of ninety (90) days from subscription of the proposal.

Draft Agreement: A copy of the proposed Agreement to be entered into is located in Appendix A, attached hereto and incorporated herein by this reference. As part of the proposal (see Section 7.2), the Proposer must state acceptance of the terms and conditions of the Agreement and the City's preferred terms, or note exceptions taken. In addition, the Proposer must include proposed exhibits to Appendix A as indicated.

Debarment/Cancellation of Agreement: Upon receipt of notice of debarment of a Proposer awarded an Agreement as a result of this RFP, or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of California, any local public body of the State, or any state of the United States, the City shall have the right to cancel the Agreement with the Contractor for cause as provided in accordance with the terms of said Agreement.

3.18 Public Records

After award of Agreement, proposal responses shall be considered public record and subject to disclosure pursuant to the California Public Records Act ("PRA"). If the Proposer believes a specific section of its proposal response is not subject to disclosure under the PRA, the Proposer shall mark the page(s) "confidential" and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Proposer shall include a written statement as to the basis for considering the marked pages not subject to disclosure and the City will review the material, the PRA and make a determination. City shall make final determinations regarding whether any identified part of the Proposal is or is not subject to disclosure.

3.19 Non-Collusion

The Proposer warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the Agreement resulting from this RFP. The Proposer also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting Agreement, currently has, or will have in the future, a personal or pecuniary interest in the Proposer's business.

3.20 Insurance Requirements

The successful party shall maintain insurance that is sufficient to protect the City against all applicable risks, as set forth in the City's Standard Insurance Requirements provided in Appendix B, attached hereto and incorporated herein by this reference. Please review the insurance requirements prior to submitting a proposal. If the successful Proposer is unable to meet these standard requirements, please note current or proposed insurance coverage in the proposal submittal where requested (see Section 7.2). Each Proposer shall submit with its proposal current insurance information including type of coverage and minimum limits.

3.21 Qualification of Contractors

Every supplier of materials and services and all Contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code 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 hiring, application for employment, tenure, terms or conditions of employment.

3.22 Compliance with Laws and Regulations

The successful party shall comply with all federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to: protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; applicable permits, fees and taxes; and similar subjects.

3.23 Ownership of Documents

Any reports, studies, conclusions and summaries prepared by the successful Proposer shall become the property of the City.

3.24 Indemnification

The successful Proposer shall hold harmless, defend and indemnify the City, the City Council and each member thereof, and every officer, employee and agent of the City from any liability or financial loss (including without limitation, attorneys' fees and costs) arising out of the acts or omissions of Proposer, its employees, agents, representatives, and/or subContractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

The successful Proposer shall hold harmless, defend and indemnify the City, the City Council and each member thereof, and every officer, employee and agent of the City from any liability or financial loss (including without limitation, attorney's fees and costs) arising from any claim that the technology and services provided by Proposer under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

3.25 Current Manufacturer

All Hardware and Software furnished under this specification should be standard products of manufacturers regularly engaged in the production of such equipment. All proposed Hardware and Software must be the manufacturer's latest design. All material and equipment offered must be new and unused.

3.26 Purchase Alternatives

The City reserves the right to purchase more or less of any item proposed at the unit price offered unless specifically limited in a Proposer's response. The City reserves the right to

procure Hardware, Software or Components through alternative, third party or other resources at a lower cost, as approved for compatibility by the successful Proposer.

3.27 Site License Option

The Proposer should provide the ability for the City to purchase site licenses for all System Components proposed. The Proposer should propose individual user licenses and provide site licensing as an option. The Proposer shall clearly identify the licensing options in Appendix E.

3.28 Current Version

The Proposer "Packaged" Application and System Software shall be the most current publisher or Proposer version, as of date of Agreement. The System proposed should be operational in two (2) or more Proposer locations as of the date of the proposal. Beta test versions are not acceptable.

3.29 Prior Use

The City reserves the right to use Hardware and Software furnished under this proposal prior to Final Acceptance. Such use shall not constitute acceptance of the work or any part thereof by the City.

Section 4   Background Information

4.1   The City of Beverly Hills

Located in the County of Los Angeles, the City of Beverly Hills has a residential population of 36,000. However, the City's "daytime" population increases to 250,000. Traffic and parking enforcement are critical functions to ensuring overall public safety and quality of life for the City's residents and visitors.

CURRENT INFORMATION TECHNOLOGY ENVIRONMENT

The City of Beverly Hills utilizes a centralized Information Technology (IT) Environment where the IT Department supports all functions within the City. The IT infrastructure is centralized in a single data center (with the exception of disaster recovery / business continuity infrastructure). The data center is ranked at tier 3.5 (out of 4) with redundancy in HVAC, network paths, and conditioned power. Windows represents the primary operating system however, UNIX is also supported. Microsoft SQL Server and DB2 represent the relational database management platform. City IT Infrastructure consists of a mix of both Physical and Virtual server farm.   In-house development is done within a J2EE struts environment, along with Ext JS implementations. User interface to the City's GIS applications is via Adobe's FLEX environment. The City also operates a fiber-optic metro Ethernet network that includes a 10 gigabits per second backbone. This system is connected to the metropolitan exchange west complex in Los Angles where internet services are procured at 100 megabits per second (readily scalable to one gigabit per second).

EXISTING SYSTEMS AND IMPACTED USERS

Today the City utilizes several different tools in its capture, processing and analysis of data collected from citation, parking enforcement and traffic collision systems. Manual and electronic systems from multiple contractors are used by Traffic Control Officers, Motor Officers, Investigators, Records Managers and Planners for the purpose of ensuring traffic safety throughout the city.

Notices to Appear:

Officers primarily use manual "ticket books" to issue moving violations ("Notices to Appear") today. Officers capture data manually via pen and paper. All ticket information is entered by Records staff into the Citation module of New World's Records Management System (RMS), where it becomes a searchable record in the Department's primary information repository. Processing delays, redundant data entry, errors and other negative

aspects commonly associated with manual data entry are common. Citations are organized into one of four types – infractions, municipal code violations, penal code violations or commercial vehicle infractions – and eventually get routed to the appropriate County Court location for processing. While the Department would like to electronically submit information to County Courts in the future, the process is completely manual today. Notices to Appear are not scanned into a document management system of any type today.

Traffic Collision Reporting:

Traffic collision reporting is a labor-intensive process for the Department today. Upon responding to a crash, officers take manual notes at the scene and return to the station to transcribe the majority of their crash and accident reports directly into the New World RMS. Reports are manually sent to the California Highway Patrol, and Department data becomes part of the Statewide Integrated Traffic Records System (SWITRS), which compiles collision scene information from agencies throughout the state. While the Department would like to determine the criteria by which select data is automatically uploaded to SWITRS in the future, the process is completely manual today.

Parking Citations:

Parking citations are issued electronically today by Traffic Control Officers (TCO) deployed throughout the city. While manual citations are occasionally issued, the vast majority of parking violations are issued via portable devices used by TCOs. Parking citation information is delivered electronically to a third-party provider, Conduent, which processes and handles administrative review, payment options and the appeals process for the City. Parking citation information is stored separately from other citation data (moving violations, impounds, crash reports, etc.) and the City does not intend to change this process moving forward. Today, the City issues approximately 10,000 parking citations per month.

Section 5   Scope of Services

5.1   Project Overview

The City is procuring an Electronic Cite Writer and Crash Reporting system to replace existing citation and accident reporting capabilities in use by the Police Department. The City prefers that systems not be proprietary and impose no access restrictions. The City expects the successful Proposer to provide the software, hardware and services described in the remainder of <u>Section 5</u>. Include all detailed pricing in Appendix E.

5.2   Software Systems

The City expects the Proposer to provide all the software necessary for a fully functioning and fully integrated System at the time of implementation. Proposers are responsible for providing a System with capabilities to support the functional requirements noted in Appendix C, attached hereto and incorporated herein by this reference.

All proposed software versions must be generally available and operational in a live environment on or before the proposal deadline. No mid-implementation upgrades will be considered or allowed by the City during this project. Failure to provide the software as proposed will constitute a material breach of the regulatory agreement and be grounds for cancellation or termination. The City reserves all rights at law and in equity.

The following is a list of core functionality that should be provided by the Proposer's solution. Detailed functional requirements are documented in Appendix C and Proposers should follow the response instructions in the Excel workbook.

1. Ability to fully configure each screen on the handheld device to meet the exact processes and workflows deemed necessary by the City.
2. Ability to select citation type (e.g., warnings, traffic violations, parking citations, crash reporting, etc.) upon log on.
3. Ability to validate data in citations and reports.
4. Ability to read magnetic strips and 2D barcodes and auto-populate driver license and license plate information on citations/reports and include CLETS/NCIC details.
5. Ability to capture multiple electronic signatures on the handheld device (e.g., officer and offender).
6. Ability to enable officers to use a keyboard, handwriting tools or voice to enter notes.
7. Ability to enable officers to automatically attach collision diagrams, diagrams and markups to citations.
8. Ability to enable officers to capture color photos and videos and automatically attach them to citations and reports.

9. Ability to support the City's citation number nomenclature.
10. Ability to accept street updates from ESRI applications in .shp file format.
11. Ability to prevent tampering by locking the device. Provide security capabilities (e.g., remote wipe capability, password wipe after a defined number of unsuccessful attempts, etc.).
12. Ability to automatically transfer electronic data files to a predetermined destination on the connectivity network utilizing established file transfer protocols (e.g., cradle, cellular, wireless, Bluetooth, etc.).
13. Ability to include narrative on each citation type.
14. Ability to capture an unlimited number of violations for a single incident.
15. Ability to capture all officer activity and make them available for analysis and reporting.
16. Ability to capture data required to comply with the Racial and Identity Profiling Act of 2015 (AB 953), which requires the collection of data regarding stops of individuals, including perceived demographic information on the person stopped.
17. Ability to allow for remote software updates on all portable data capture devices.
18. Ability to merge citation and collision data for the purposes of analysis.
19. Ability to search the electronic cite writer application by any field.
20. Ability to easily recall the number of citations issued by officer.
21. Ability to auto-populate fields across applications (e.g., transfer existing crash report information over to the citation writing application).

5.3   Hardware Systems

The City expects the Contractor to provide all the hardware necessary for a fully functioning and fully integrated System at the time of implementation. All proposed hardware systems must be generally available and operational in a live environment on or before the proposal deadline. No mid-implementation upgrades will be considered or allowed by the City during this project.

The City is open to both on-premise as well as Contractor-hosted solutions. If proposing a cloud-based solution, the City expects the same reliability and performance guarantees as available with an on-premise solution.

It is the goal of the Department for every officer (140 Sworn, 40 TCO) to have a data capture device. The system should be hardware agnostic and be able to run on multiple operating systems, including Windows, Android and iOS. If there is a price reduction for larger orders, Proposer shall provide pricing details in Appendix E.

The following is a list of core functionality that should be provided by the Proposer's solution. Detailed functional requirements are documented in Appendix C and Proposers should follow the response instructions in the Excel workbook.

1. Ability to include additional equipment (e.g., spare battery, personal charging station, bike or vehicle charging station with mounting equipment, etc.).
2. Ability to include all necessary items and accessories (e.g., cables, components, etc.) for a complete Electronic Cite Writer and Crash Reporting solution that is operable and ready to use. Include all items in the manufacturer's published specifications and identify any additions, deletions, or variations.
3. Ability to provide additional charging bank(s) at the Police Department capable of supporting all units and spare batteries.
4. Ability for handheld devices to support Bluetooth for all peripheral devices such as printers, card readers, scanners, etc.
5. Ability for handheld devices to support the most current iOS, Android and Windows based operating system.
6. Ability for device to be waterproof and able to withstand high outdoor temperatures and weather conditions.
7. Ability to have user adjustable standby settings to maximize usage time and battery life.
8. Ability for handheld device to have a color LCD screen.
9. Ability for handheld device to capture color photographs and videos, and capture electronic fingerprints.
10. Ability for handheld device to read magnetic strips and 2D barcodes.
11. Provide new equipment with manufacturer's latest version of software, bios, package and warranty. All part numbers and feature codes (P/N) listed must correspond to the manufacturer's part numbers.
12. Ability for device manufacturer to have a comprehensive warranty plan covering accidental damage and/or wear and tear to the hardware.
13. All device hardware replacements must be new hardware and not refurbished.
14. Provide a list of pricing for additional accessories such as extended life batteries, chargers, USB/Ethernet cradle, etc.
15. Provide additional hardware features not specifically requested above.

5.4   Interfaces

In addition to the integration of the proposed System Components, the Contractor will be responsible for providing interfaces to the following systems:

1. New World Record Management System – Upon entry and validation, ability to transmit appropriate New World RMS modules; the System should be able to import global jacket information (name, vehicle, etc.) from the New World RMS into the application and push appropriate updates back to the New World RMS.
2. CHP Statewide Integrated Traffic Records System (SWITRS) – Ability to export accident and crash report information to SWITRS.

3. Los Angeles County Court – Ability to export citations to the Los Angeles County Court system; depending on the type of Notice to Appear, citation information shall be electronically routed to either:
      i. Los Angeles Superior Court West District
      ii. Los Angeles Superior Court - Airport Courthouse
      iii. Los Angeles County Probation Department – Central Records (Juvenile)
4. Third Party Parking Ticket Management Company – Ability to export information from the parking citation component to a third-party parking ticket management system.

5.5   Printing System

Contractor will be responsible for meeting the following printing system requirements:

1. Ability to enable the City to fully customize citation layouts and report printouts.
2. Ability to print citation forms and data on blank paper (no pre-printed paper required).
3. Ability to utilize double sided printing.
4. Ability to allow for a minimum of eight (8) violations/warnings on a citation.
5. Ability to provide a separate printing device with at least a four (4)-inch wide printout.
6. Ability for the application to print citations and violator instructions in less than 30 seconds.

5.6   Implementation and Support

The Proposer, with appropriate involvement from City employees, must perform all tasks required to implement the proposed system, including all configuration, testing, training and construction of interfaces.

5.7   Project Management

The contracting firm will be responsible for applying project management methodologies in the areas of project planning, resource management, project monitoring, production control, configuration management, quality assurance, test planning and execution, training plan, implementation methodology, change management and business process re-engineering, post-implementation support and documentation.

The Contractor must present a comprehensive project plan showing time and resources required to accomplish tasks. The plan should include three major phases: planning, implementation and post-implementation. The Proposer must employ professional project management software such as Microsoft Project.

The Contractor shall provide a Project Manager who, along with the City's Project Manager, will be responsible for coordinating the following:

1. Project plan development and implementation, project status reporting and any sub-Contractor work
2. System changes and modifications requested to the project plan
3. All technical, educational, documentation and support services

During the course of the project, until final acceptance, the contracting firm's Project Manager will:

1. Participate in, at a minimum, monthly status meetings
2. Submit monthly status reports, covering such items as:
    i. Progress of work being performed
    ii. Milestones attained
    iii. Resources expended
    iv. Problems encountered
    v. Corrective action taken

5.8   Documentation

Documentation must be developed to support the software, hardware, interfaces, printing capability and the City's business processes. Any software tools or utilities that are desirable to tune, test, maintain or support the System must be specified in the documentation. Any tailoring or configuring must be documented and delivered to the City. At a minimum, the contracting firm shall provide the City with the following:

1. User documentation
2. Configuration documentation
3. Interface documentation
4. System administration manuals
5. Application software tutorials
6. System documentation

All user documentation, including application and interface documentation, help documentation and software tutorials should be available online and accessible from within the relevant application. Additionally, the successful Proposer is expected to provide sufficient copies of each type of user documentation.

5.9   Testing

The implementation must include adequate provisions for functional, performance and reliability testing. The City requires Proposer involvement in the development and execution of all test plans to assure that the System delivers the expected results.

Satisfactory completion of a mutually agreed-upon Acceptance Test for each stage of the implementation is required, as is a Final Acceptance Test in a fully integrated environment (to ensure components work together as intended). The Acceptance Test will include a confirmation of each functional requirement identified in this RFP, in addition to required performance and reliability acceptance procedures that the City may require.

5.10 Warranty

The entire System solution as proposed in this RFP should include a first-year warranty for Contractor-supplied hardware and software for a minimum of twelve (12) months after the formal System Acceptance date. The City also requires a warranty for implementation services (e.g., work products, developed modifications, System configuration, etc.) for the same period of time. The warranty should conform to contractually agreed specifications, and protect against any defects or damage caused by Manufacturers, Contractors, or proposed subContractors, in the System's equipment or software.

Additionally, the Proposer will warrant its responses to the functional requirements included in this RFP and any other element of this RFP and will agree to attach its RFP response to any Agreement reached with the City.

If the successful Proposer is unable to perform under these guidelines, then a separate provider of the City's choice will be used and the repair costs passed on to the successful Proposer.

5.11 Support and Maintenance

The City expects that a five (5) year maintenance and support agreement will be offered for all system components.

5.12 Training

The City recognizes that the involvement, understanding and commitment of employees are essential to the successful implementation of the proposed System. As such, City employees will assist in all key process design and configuration decisions.

The Contractor is expected to provide the following types of training programs:

A training program for the City's core project implementation team that includes the training necessary to understand the overall System architecture, interface configurations, data import/export capabilities and workflow configuration options, etc.

A training program for application administrators that includes the training necessary to configure, tailor, monitor and administer the technical and functional aspects of the System.

A training solution to support the training of end-users in the functionality of the various proposed System components. To support the training of end users, the City envisions the use of a "train-the-trainer" approach accompanied by computer-based training.

Post-implementation training for ongoing end-user training of the initial System, as well as for future version releases. Again, the City envisions the use of a "train-the-trainer" approach accompanied by computer-based training.

All training material should meet the following requirements:

1. Training materials should be provided three (3) weeks prior to the start of any training course.
2. Training materials must be for the version of the software that will be deployed. Training materials for previous/older versions of software is unacceptable.
3. Training materials should be customized by the Proposer to include functionality defined in this RFP and any functionality that is developed through the implementation process.
4. All training material will be provided in electronic format for unlimited duplication by the City and its member agencies.
5. A minimum of three (3) hardcopies of all training material shall be provided.
6. Training materials should reflect sound adult learning principles and all training sessions should include a demonstration of knowledge and skills transferred by the persons being trained.

Section 6   Proposal Evaluation

6.1   Evaluation Procedures

Proposals will be evaluated by an Evaluation Committee selected by City officials. The Evaluation Committee will consider the completeness of a proposal and how well the proposal meets the needs of the City. Evaluations will be based on criteria as outlined in Section 6.2 (Scoring and Evaluation Factors). All proposals will be evaluated using the same criteria and possible points.

6.2   Scoring and Evaluation Factors

The evaluation factors reflect the totality of considerations represented in the requested proposal responses.   While cost is important, other factors are also significant and the City may not select the lowest Cost Proposal. The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives within a reasonable budget.

All viable proposals will be evaluated using the same criteria and possible points. Evaluations will be based on the criteria listed below, which correspond to information requested in various sections of the proposal:

1. Proposer history and experience
2. System functionality
3. Implementation approach
4. Customer support
5. Strength of references
6. Product roadmap
7. Cost

6.3   Presentations, Committee Interviews and/or Additional Information Review

After the proposals are evaluated, the Evaluation Committee will determine which parties to invite to make a formal presentation to the Evaluation Committee. The City may:

1. Contact officials from other jurisdictions regarding the proposing party, their prior work experience and their ability to successfully complete the scope of services.
2. Conduct site visits to verify system operations and garner additional information regarding the proposing party and the proposed systems.

3. Request clarification or additional information from a proposing party in order to assist in the evaluation process.
4. Require changes in the scope of services as deemed necessary by the City, before Agreement execution.

6.4   Final Selection

The Evaluation Committee will formulate its recommendation for award of the Agreement and forward its selection to the appropriate parties for approval.

6.5   Contract Award and Execution

The City of Beverly Hills reserves the right to enter into an Agreement without further discussion of the submitted proposal. Therefore, the Proposal should be initially submitted on the most favorable terms the proposing party can offer. The City's proposed Contract is provided in Appendix A.   Please review the Contract prior to submitting a proposal. In addition, the Proposer must include proposed exhibits to Appendix A as indicated. The City of Beverly Hills intends to use this Contract as the baseline agreement with the successful party.

The foregoing should not be interpreted to prohibit either party from proposing additional Agreement terms and conditions during the negotiation of the final Agreement.

The RFP document and the successful party's proposal response, as amended by agreement between the City of Beverly Hills and the successful party, may become part of the Agreement documents. Additionally, the City of Beverly Hills may verify the successful party's representations that appear in the proposal. Failure of the successful party to perform as represented may result in elimination of the successful party from competition or in Agreement cancellation or termination.

The City of Beverly Hills shall not be bound, or in any way obligated, until both parties have executed an Agreement. The proposing party may not incur any chargeable costs prior to final Agreement execution.

Section 7   Proposal Response Format

This section describes the format that Proposers *must* use to respond to the RFP. **Failure to follow the format requested in this section, or failure to use the provided forms, could result in a proposal being rejected**.

There are two parts to the proposal: the Functional Proposal and the Cost Proposal. Instructions for each are detailed below.

Several parts of the RFP require the use of Proposal Response Forms, which are located in Appendix D, attached hereto and incorporated herein by this reference and Appendix E. The Proposer must use the Proposal Response Forms when indicated and include in the appropriate section. **Unless otherwise instructed, do not retype or alter these forms.**

In addition to the Proposal Response Forms, Proposers must complete the Functional Requirements Response Matrix located in Appendix C.

7.1   Proposal Format

The City expects each Proposal to be divided into twelve (12) clearly marked and identified sections. The Proposer's proposal *must* follow the format prescribed below and address all requirements identified in this RFP. The objective of the prescribed format is to facilitate the review of all proposals. **Failure to complete and furnish all information requested in the specified form and format may result in the rejection of the proposal.**

The following table describes each section. Label each section as described in the table. The paragraphs following the table explain the detail requested for each section and are referenced accordingly in the table. Proposal numbers should correspond to question numbers in the detailed requests for information.

The City realizes that the Proposer's proposal may contain the same information in different sections. When information is requested multiple times, please copy the information into each pertinent section so that the Evaluation Committee can evaluate each section individually. Responses that reference standard documentation are not sufficient and will be considered non-compliant.

Detailed Cost Proposal forms are documented in Appendix E. Proposers must submit Appendix E in a separately sealed envelope and in its original electronic format (Microsoft Excel). Instructions for the Cost Proposal format are identified in <u>Section 7.12</u>.

Proposal Format Overview		
Proposal Section	**Description**	**RFP Reference**
1	a. Table of Contents b. Executive Summary	N/A
2	Proposer Format Proposer General Information	7.1 7.2
3	Proposer Financial Qualifications	7.3
4	Proposer References	7.4
5	Hardware, System Administration and Security	7.5
6	System Application and Operating System Software	7.6
7	System Testing and Acceptance	7.7
8	Implementation and Project Management	7.8
9	Documentation	7.9
10	Training	7.10
11	Warranty, Maintenance and Customer Support	7.11
12	Cost Proposal	7.12

7.2   Proposal Section 2: Proposer General Information

The information in this section provides basic Contractor information.

1. Identify the Prime Contractor and all subContractors.

2. For each Proposer and its SubContractor(s), fill out and include the Contractor/SubContractor Information Form (Appendix D – Form A).

3. If a SubContractor(s) is proposed, provide a brief history on previous work completed together by the Proposer and SubContractor(s). Include the following for each project in which the Proposer and SubContractor(s) have worked together:

    i.   Agency
    ii. Project date
    iii. Applications installed
    iv. Responsibilities of each party

4. If the Proposer and subContractor(s) have not previously worked together, then the Proposer should indicate as such.

5. If the Proposer is a corporation, formal proof of the authority of the officer signing the Proposal to bind the corporation should be submitted with the proposal. A copy of the corporate resolution or minutes can be adequate proof; a simple letter is not sufficient.

6. The successful Proposer will be required to sign an Agreement for this engagement with the City of Beverly Hills. The City's Agreement as presented in Appendix A will act as the Agreement for this System. Unless exceptions to the City's Agreement language are noted here, the Proposer is presumed to have accepted the Agreement in Appendix A. List any section number(s) to which the Proposer is taking exceptions, and describe the exception taken. Include suggested wording for any exception taken. In addition, the Proposer must include proposed exhibits to Appendix A as indicated.

7. Submit a statement or show ability to carry the insurance specified in Appendix B, or note current or proposed coverage per Section 3.23 (Insurance) and specify any deficiencies.

8. Provide information about:

    i.   The Proposer's experience in the market for Electronic Cite Writer and Crash Reporting Systems
    ii. The company's history
    iii. The company's strategic plan for the proposed products

7.3   Proposal Section 3: Proposer Financial Qualifications

1. For the prime Contractor, fill out and include the Contractor Financial Qualifications Form (Appendix D – Form B).

2. Provide a copy of the company's latest audited financial statements.

3. If the Proposer has had an Agreement terminated for default during the past three (3) years, this fact should be disclosed along with the Proposer's position on the matter(s). If the Proposer has experienced no such terminations for default in the past, then the Proposer should indicate as such.

7.4 Proposal Section 4: Proposer References

1. Each Contractor (Contractor and subContractor) must complete and include the Reference Form (Appendix D – Form C). Each reference provided should be for a configuration similar to that requested by the City (e.g., agency size, population served and scope of services). Proposer must provide a minimum of ten (10) references with at least three (3) references for systems installed within the last three (3) years; at least three (3) references for systems installed more than three (3) years ago; and at least three (3) references should reflect the population served and size of the City.

7.5 Proposal Section 5: Hardware, System Administration and Security

Clearly label and identify each sub-section for easy reference.

7.5.1 System Diagram

1. Provide a diagram of the proposed System design. The diagram should include an overall representation of the servers, network connectivity to LANs and WANs, peripherals, workstations, firewalls, web servers, and interface points, as well as a representation of the System environments (i.e., Production, Backup and Training/Testing). If proposing a Contractor-hosted solution, provide details on the full range of hardware, system administration and security components of such solution.

   Note: All items listed in Appendix E Hardware Costs should be included in the diagram.

2. Is there support for virtualization (i.e., Microsoft Virtual Server, VMWare, etc.) of the server configuration?

7.5.2 Proposed Hardware Configuration

1. Fill out and include the Recommended Device Hardware Form (Appendix D – Form D).

7.5.3 Server Upgrades and Expansion

1. Describe the role in capacity expansion provided by the Proposer as well as tasks required of the City.

2. Describe any impact to systems (e.g., interference to normal operations, system shutdown, etc.) that will occur during server upgrades and/or expansions.

7.5.4 <u>Concurrent Operations</u>

1. The City expects all System components to operate concurrently. How will Proposer ensure concurrent operation of all System components without any System degradation?

2. Identify instances where more than one software application will utilize the same data server.

3. How will Proposer configure the server to ensure concurrent operations without System degradation?

4. Describe in depth the process by which upgrades are deployed on different System components. For example, does each device require attention by a person with administrative rights or can devices receive upgrades via the network?

5. Can all devices receive upgrades over a wireless network?

7.5.5 <u>System Reliability</u>

1. System response time must not impede the ability for departmental staff to perform their required job functions using the system. The System should be available 99.5% of the time, except for planned downtime, with a 3-second maximum response time. Describe system performance of the proposed solution including reference to the following performance areas:

   i. Guarantees on system performance
   ii. Problem avoidance techniques
   iii. Evidence of system scalability to meet future needs of the City

7.5.6 <u>System Redundancy, Failover and Restore</u>

1. Describe the proposed method of providing a highly available, redundant System, specifically addressing how failure of each of the following components is handled and the user intervention required to activate the redundant System Component in each of the following cases:

   i. Servers
   ii. Processors
   iii. Disk Storage

      iv.   Power supply (UPS)

2. How much time is required until operations commence on the backup System Component?

3. Do your testing and backup environments completely replicate the production environment? If no, what are the differences between the environments?

4. What steps, degree of user intervention and how much time is required to return operations to the primary applications?

5. Describe your proposed method of restoring data files.

7.5.7   **System Backup**

1. Describe the Proposer's recommended approach for System Backup.

2. Will the Proposer's recommended approach for System Backup enable a full backup of the System?

3. What is the maximum time a full backup will take?

4. Describe the tasks required by City personnel and the level of technical knowledge required to perform the backup.

5. How will the Proposer's recommended System Backup process affect the live operation of the System?

6. Are all system functions (inquiry and update) available during backup? If not, explain the level of availability of System functions during backup.

7. Can the System perform incremental backup (e.g., only data/files updated since last backup)?

8. Can the System backup specified files or applications (as opposed to a complete disk image)?

9. Can the full backup be performed unattended?

10. Can full backup be scheduled to occur automatically without any System or System Component downtime?

11. Are backups made on an earlier software version or hardware platform always available in the current system? Describe any limitations.

7.5.8   Network Compatibility

1. As part of ongoing System maintenance, how does the Proposer intend on gaining remote access to the System? Describe any requirements of the City as well as any limitations.

7.5.9   System Administration

1. What periodic System management functions should be performed to maintain System performance?

2. How much System Administrator time is needed per week to maintain System performance?

3. Use the Post-Implementation System Management Form (Appendix D – Form H) to provide a description of City personnel required to successfully manage the proposed system following implementation.

7.5.10   Security Features

1. Describe the role of the System Administrator in developing and maintaining security profiles. Include the process for changing individual profiles to support personnel movement.

2. Describe to what level of depth security and permissions may be controlled within an application module.

3. Describe what security functions are supported within the application software versus those provided by system software or the operating system.

4. Does the system have the ability to support Active Directory authentication? If so, describe how your System interoperates with Active Directory.

5. Describe how audit trails are generated and what information is provided. Include any limitations or constraints to meeting the City's audit trail requirements (see functional requirements in Appendix C).

6. Describe how the proposed System manages unsuccessful log-on attempts.

7. Can the City establish the number of attempts allowed?

8. Describe the reporting or alerting mechanism used to communicate unauthorized access. If there is no reporting or alerting mechanism, the Proposer should indicate as such.

9. How will the proposed security prevent the tampering of historical data?

7.6   Proposal Section 6: System Application and Operating System Software

Clearly label and identify each sub-section for easy reference.

7.6.1   Operating System

1. Provide the name and version number of the proposed Operating System.

2. The City requires licenses for the Operating System. Does the Proposer provide licenses for the Operating System?

3. If yes, how many licenses? Will this number of licenses be sufficient for the City to operate the System at maximum capacity or will the City be required to purchase additional licenses?

4. If not, what is the Proposer's recommended alternative?

5. The City requires that the Operating System for the proposed servers is capable of supporting real-time applications and is supported by the CPU manufacturer. Does the proposed Operating System meet this requirement? If not, explain why it fails to meet the requirement and present the Proposer's justification.

6. If the Proposer's recommended Operating System incorporates any proprietary or non-standard components, provide justification for the component and a detailed integration approach.

7.6.2   Major System Components

Fill out and complete the Application Software Form (Appendix D – Form E). Proposers should provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.

2. Describe the strategic technology direction for the company.

3. Describe components of the solution that are industry standards versus being proprietary to the Proposer.

4. Describe the extent to which the various applications (parking citations, crash reporting, moving violations, etc.) are integrated together versus being purchased separately and interfaced.

5. Describe the contents of major new releases in 2019 and 2020 that will be of interest to the City.

6. Describe other components of your system that may be of interest to the City that have not been specifically requested.

7.6.3   Interfaces

Fill out and include the Interface Identification Form (Appendix D – Form F) for each interface described in 5.3 Interfaces. For each interface:

1. Describe your specific experience with the desired interface, including: number of sites installed, date initially installed, the operational status, direction of data exchange and the development language or tool.

2. Described your proposed approach to developing the interface.

3. List any assumptions or constraints (e.g., communications protocol) to successfully completing the interface.

4. Describe the services being provided and any assumptions regarding working with the interfacing agency or organization to develop the interface.

5. Describe your approach to integrating your software with varying and new technologies as they become available.

6. Describe your approach and experience providing seamless integration among the proposed System Components.

7. Are there any constraints that limit data access between components anywhere within the proposed system such that redundant data entry may be necessary?

7.6.4   <u>Site License</u>

1. Does the Proposer provide a site license option(s) for all system components proposed? If yes, please provide site licensing as an option in the Cost Proposal forms documented in Appendix E.

2. Which option (user-based or site license) provides the most cost-effective licensing option for the City?

7.7   Proposal Section 7: System Testing and Acceptance

1. The City requires a design review process and approval to confirm that the proposed software meets all defined user requirements prior to commencing software implementation. Describe your approach to confirming requirements and determining modifications necessary to meet the City's specifications.

7.8   Proposal Section 8: Implementation and Project Management

Clearly label and identify each sub-section for easy reference.

7.8.1   <u>Project Management</u>

1. Describe the Proposer's approach to the project management services it will provide.

2. Indicate the problem identification, tracking and resolution techniques that the Proposer will use.

3. Include in this section a realistic project plan including a delivery and implementation schedule. The schedule should not be dated, but should:

    i. Break out the implementation schedule in terms of weeks following Agreement signing
    ii. Show periods of performance and milestones for deliverables
    iii. Show tasks to be performed by the Proposer
    iv. Show tasks to be performed the City
    v. Include in this section an implementation Statement of Work that breaks down the System implementation by tasks and delineates Proposer and City responsibilities within each task.

4. Describe the Proposer's approach to Change Management and Business Process Re-Engineering as well as the time and resources that the Proposer will dedicate to this task.

5. Include samples of work performed in regard to this component (e.g., diagrams, reports, etc.).

7.8.2 <u>Project Team</u>

1. Provide an organizational chart, specifying precisely the primary personnel involved in the project.

2. Identify a project manager who will be the primary point of contact for the duration of the project through formal project acceptance.

3. Provide resumes for the proposed personnel, including information on their public safety industry experience and their experience in implementing the proposed solution.

4. What is the estimated percentage of time the personnel will be working on this project? Provide estimates for specific personnel proposed.

5. What is the estimated percentage of time that work will be done on-site vs. off-site? Provide estimates for specific personnel proposed.

6. Any personnel working on the project will be subject to a background investigation before being allowed to work with the City on the proposed system. Is there any reason that Proposer would object to this condition?

7. Use the Implementation System Management Form (Appendix D – Form G) to provide a description of City personnel required to successfully implement the proposed system.

7.9   Proposal Section 9: Documentation

1. Will the Proposer supply comprehensive hard and soft copies of the following documentation?

    i.   Configuration documentation
    ii.   Interface documentation
    iii. System administration manuals
    iv.   Application software tutorials
    v.   Database setup and maintenance
    vi.   System documentation

2. Provide examples of each of the above referenced documentations.

3. Is the System documentation consistent with instructions supplied by the online help for the proposed Software Applications? Describe any inconsistencies.

4. Will all documentation be tailored to include Beverly Hills-specific requirements or any functionality developed during the implementation process?

5. Are any quick reference guides, cheat sheets or FAQs provided? If yes, include examples.

6. Will you provide authority to copy documentation for internal use as necessary?

7. Will you be willing to provide a complete set of user documentation for the finalist evaluation phase?

8. Is documentation available for upgrades?

9. If yes, is it an entirely new set of documentation or does it only reflect the changes?

7.10 Proposal Section 10: Training

1. Provide a training plan that addresses the training requirements outlined in the Training section of the Scope of Services in this RFP. Include the key elements of the Proposer's training approach, including the approach to providing End User and System Administration training, accounting for the number of potential users, the number of agencies and the wide range of functions.

2. Use the Training Hours Form (Appendix D – Form I) to provide a description of classes, including:

   i. Types of training classes that will be provided and expected of participants (e.g., roles, functional areas, etc.)
   ii. Number of participants for each class
   iii. Prerequisites for all participants
   iv. Length of each class in hours
   v. Total number of trainer hours proposed

3. Does the Proposer provide refresher training? If yes:

4. Describe what refresher training is available.

5. Is the cost included as part of the base proposal? If not, include the cost of refresher training in Appendix E as an option.

6. Does the Proposer provide any computer-based training options (either online or via a CD) to bring new employees up to speed on the System?

7. Describe any additional training that is not included but that could be made available. Include the cost of such training in Appendix E as an option.

8. Referring to expectations described in the Training section of the Scope of Services in this RFP, describe the training documentation that will be provided. Provide examples that will assist in the evaluation of the Proposer's training documentation.

9. Describe your approach for allowing users to simulate live operations (as described in the Training section of the Scope of Services in this RFP) during training, without degrading System performance.

10. How soon after Agreement signing will the Proposer provide a simulated System or training database to the City per the requirements in the Training section of the Scope of Services in this RFP?

11. It is anticipated that the Proposer and the City will work together to develop a final training plan that will include training formats (e.g., train-the-trainer, end user training, etc.), locations, time frames, curriculum, etc.

12. Describe Proposer's role and associated tasks in supporting the development of the final training plan.

13. Describe the City's role and associated tasks in supporting the development of the final training plan.

14. What level of flexibility will the City have in determining how to best use the proposed training hours?

15. How many hours of training assistance are provided with updates at no charge?   If additional training assistance is required for updates, include the hourly charge in the Cost Proposal.

7.11 Proposal Section 11: Warranty, Maintenance and Customer Support

1. Include in this section a copy of the Proposer's standard warranty terms, end user license agreement, maintenance terms, subscription terms and all others that apply.

2. Will the proposed System include a minimum first year warranty commencing at final System Acceptance? If not, explain.

3. Will the Proposer cover expenses to repairs made under warranty, including parts, software, labor, travel expenses, meals, lodging and any other costs associated with the repair?

4. Will the Proposer cover repair costs for work it is unable to perform based upon warranty guidelines?

5. What are the options for purchasing additional years of support and maintenance upon expiration of the warranty period? Costs must be included and clearly identified in Appendix E.

6. What other services are available on a year-by-year basis? Costs must be included and clearly identified in Appendix E as an option.

7. Will the Proposer include as part of the warranty, support and maintenance agreements any supplemental training and documentation necessary to support the Provider's most recent software release?

8. Describe the Proposer's support procedure, specifically including how the Proposer:

    i.   Logs support calls
    ii.   Tracks incidents
    iii. Monitors the escalation of problems
    iv.   Diagnoses and corrects problems on-line from remote locations
    v.   Resolves problems

9. Does the Proposer provide any enhanced support methods such as email or web-based support requests?

10. Describe the Proposer's escalation procedure for support-related issues.

11. What is the Proposer's policy regarding support of third-party components included in the proposed system?

12. Has Proposer ever dropped support of a third-party component? If so, what is the Proposer's procedure for doing so and how much notice is given to customers?

13. Who will support Proposer-supplied hardware (i.e., manufacturer or Proposer)?

14. Will the Proposer provide labor, equipment and other materials necessary to maintain the hardware in good operating condition and in conformance with the Functional Requirements?

15. What is the process for identifying hardware issues and assigning responsibility for resolution of the issues?

16. What professional services are included as part of the warranty?

17. What professional services are included as part of the support and maintenance agreement?

18. Will the Proposer provide labor, equipment and other materials necessary to maintain the System Applications in good operating condition and in conformance with the Functional Requirements? Identify and explain in detail any exceptions.

19. What professional services are not included as part of the warranty and support and maintenance agreement? Include in the Cost Proposal the hourly cost for professional services not included as part of the warranty or support and maintenance agreements.

20. Does the Proposer support user groups?

21. If so, describe the user group process as it pertains to future product enhancements.

7.11.1 <u>System Upgrades and Updates</u>

1. Does the Proposer offer System Software and Application Software updates, enhancements and refinements as part of the warranty, maintenance and support agreements?

2. Is the cost included in the annual maintenance and support fee? Identify and explain in detail any exceptions.

3. Are professional services for updates, enhancements and refinements included as part of the warranty and maintenance and support agreements?

4. Is the cost included in the annual maintenance and support fee? Identify and explain in detail any exceptions.

5. If the cost is not included, provide an estimate of the number of hours of professional services required annually and provide the hourly rate for professional services as part of the Cost Proposal.

6. Provide a description of all enhancements (e.g., upgrades, patches, etc.) that will be provided as part of the Standard Warranty and how often each enhancement is released.

7. Outline the delivery process options for installation fixes, upgrades and new releases.

8. Are updates provided to meet legislative (state and federal) changes? Is there an additional charge for these updates?

9. Is installation of new releases mandatory?

10. How long is maintenance continued for older releases?

11. If the City decides to upgrade System hardware, will there be a fee to install the software on the new hardware?

12. How many hours of installation assistance are provided with updates at no charge?

13. What type of assistance (i.e., remote or on-site) will this consist of?

14. Include the cost, if any, in the Cost Proposal.

15. If the City upgrades a system that is interfaced to the proposed solution, will updates to the interface be provided? If yes, will there be an associated fee? Include the cost, if any, in the Cost Proposal.

16. Will interface compatibility be maintained during upgrades to the proposed solution? If yes, will there be an associated fee? Include the cost, if any, in the Cost Proposal.

7.12 Proposal Section 12: Cost Proposal

Each subsection of the Cost Proposal must be clearly identified and labeled. Detailed Cost Proposal forms are documented in Appendix E. Proposers must submit Appendix E in a separately sealed envelope and in its original electronic format (Microsoft Excel).

Please note that:

1. Proposals must be for a fixed price solution.
2. All costs for every component referred to in the proposal, including options, must be included in Appendix E.
3. Costs must be unbundled and separately listed. Proposals that do not detail specific costs on the provided forms will be considered non-responsive.
4. The Proposer shall bear the onus of any errors made in pricing the services (e.g., omitting a component of the services).

5. Should the Proposer have failed to either include in the price, or to deliver to the City, any component necessary to perform the functionality or provide services as proposed in the RFP, the Proposer shall be required to provide the same at the Proposer's own expense.

The first five (5) subsections require using provided forms to present a detailed breakdown and summary costs by categories for the following proposed System components:

1. Hardware
2. System Software
3. Application Software
4. Implementation Costs
5. Optional Costs

Subsection six (6) summarizes the total one-time costs and subsection seven (7) identifies recurring system costs for five (5) years following System Acceptance. Both require the use of provided forms.

7.12.1 Hardware Costs

Using the Hardware Cost Form Provided in Appendix E – Form J, list all provided hardware as requested in the Hardware and System Software section of the Scope of Services in this RFP. All hardware necessary to operate the System, except for desktop workstations, should be included.

Include total purchase costs and annual maintenance costs for each hardware item.

The Total Purchase Cost from this section should agree with the Hardware total in the Total One Time Cost Summary Form (Appendix E – Form O).

The Total Annual Maintenance Cost from this section should agree with the Hardware total in the Total Recurring Costs Summary Form (Appendix E – Form P).

The "Annual Maintenance Cost" should represent the average maintenance cost for years two (2) through six (6).

Ensure that all listed hardware is included in the System Diagram requested in Section 7.5.1.

7.12.2 System Software

Using the System Software Cost Form provided in Appendix E – Form K, list all System software proposed for the system as requested in the "Hardware and System Software" section of the Scope of Services in this RFP.

Include total costs and annual maintenance costs.

The Total Purchase Cost from this section should agree with the System Software total in the Total One Time Cost Summary Form (Appendix E – Form O).

The Total Annual Maintenance Cost from this section should agree with the System Software total in the Total Recurring Costs Summary Form (Appendix E – Form P).

The "Annual Maintenance Cost" should represent the average maintenance cost for years two (2) through six (6).

Ensure that pricing reflects all software options referred to in Section 7.6 of this RFP.

7.12.3 Application Software Costs

Using the Application Software Cost Form provided in Appendix E – Form L, list all proposed Application Software for the following functions:

> Table 1: Citations (Moving Violations)
>
> Table 2: Parking Citations
>
> Table 3: Crash and Accident Reporting
>
> Table 4: Interfaces
>
> Table 5: Other
>
> Table 6: Total Application Software Cost

Include the total package cost, the cost of any customizations and the annual maintenance expense for each application.

The Total Purchase Cost from this section should agree with the Application Software total in the Total One Time Cost Summary Form (Appendix E – Form O).

The Total Annual Maintenance Cost from this section should agree with the Application Software total in the Total Recurring Costs Summary Form (Appendix E – Form P).

The Annual Maintenance Cost should represent the average maintenance cost for years two (2) through six (6).

All interfaces included on the Interface Identification Form referred to in Section 7.6.4 must be included on the Application Software Cost Form (Appendix E – Form L). Note that the costs associated with interfaces include all costs associated with the development, testing and deployment of the defined interface.

Ensure that pricing reflects all software options referred to in Section 7.6 of this RFP.

7.12.4 Implementation Costs

Use the Implementation Cost Form provided in Appendix E – Form M to describe and list all other costs that would be associated with implementation of the Proposed System, including, but not limited to:

1. Installation of Hardware/Software
2. System Integration
3. Project Management
4. Training
5. Out of Pocket Expenses (Travel, Per Diem, etc.)
6. Any other costs (describe)

Note that costs not identified will not be accepted in the final Agreement.

The Total Purchase Cost from this section should agree with the Implementation total in the Total One Time Cost Summary Form (Appendix E – Form O).

The Total Annual Maintenance Cost from this section should agree with the Implementation total in the Total Recurring Costs Summary Form (Appendix E – Form P).

7.12.5 Optional Costs

Use the Optional Cost Form provided in Appendix E – Form N to describe and list all optional cost items that could be associated with implementation of the System.

Any optional costs to which the Proposer refers in the Functional Proposal must be identified on the Optional Cost Form in order for that option to be considered in the evaluation process.

The Total Purchase Cost from this section should agree with the Optional Cost total in the Total One Time Cost Summary Form (Appendix E – Form O).

The Total Annual Maintenance Cost from this section should agree with the Optional Cost total in the Total Recurring Costs Summary Form (Appendix E – Form P).

7.12.6 <u>Total One Time Costs</u>

Using the Total One Time Cost Form provided in Appendix E – Form O, present a summary of all one-time costs for the proposed System. Any subtotals carried forward to this form should agree with the corresponding detail forms.

7.12.7 <u>Recurring Costs Summary</u>

Provide a five (5) year cost schedule (Year 1 under warranty, Years 2-5 extended maintenance and service) that presents the annual cost for an extended maintenance and service warranty.

Provide a one-time cost for an extended maintenance and service warranty over a five (5) year period.

Using the Total Recurring Costs Summary Form provided in Appendix E – Form P, present a summary of all recurring costs for the proposed System. Any subtotals carried forward to this form should agree with the corresponding detail forms.

7.12.8 <u>Licensing</u>

Include copies of your standard Agreement and/or licensing agreements for the following:

1. Hardware Purchase/Lease
2. Hardware Maintenance
3. Software Purchase/Lease
4. Software Maintenance

7.12.9 <u>Payment Schedule</u>

Include a copy of the proposed payment schedule.

eCite Writer and Crash Reporting Solutions Dates

Posting Date:	Tuesday April 23, 2019
Question Period:	Wednesday May 1, 2019 thru Wednesday May 15, 2019 by 12: 00 noon (Pacific)
Responses to Questions:	Friday May 17, 2019
Proposal Open Date:	Thursday May 30, 2019 at 2:00 p.m.
Evaluation of Proposals:	Friday May 31, 2019 thru Friday June 14, 2019
Interviews and Demo:	Monday June 17, 2019 thru Friday June 28, 2019
Vendor Selection:	Tuesday July 9, 2019
City Council Approval:	Date TBD
Contract Start Date:	Date TBD

<center>APPENDIX A</center>

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND _____ FOR IMPLEMENTATION AND LICENSING OF AN ECITE WRITER SOFTWARE SYSTEM AND CRASH REPORTING SOLUTION FOR THE POLICE DEPARTMENT, AND RELATED SERVICES

NAME OF CONSULTANT: _____

RESPONSIBLE PRINCIPAL OF CONSULTANT: _____

CONSULTANT'S ADDRESS: _____
_____

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

COMMENCEMENT DATE: _____

TERMINATION DATE: _____ unless sooner terminated

CONSIDERATION:
An amount not to exceed $_____, including $_____ for implementation services, $_____ for first year of software licensing, and $_____ in contingency funds, as detailed in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
_____ FOR IMPLEMENTATION AND
LICENSING OF AN ECITE WRITER SOFTWARE SYSTEM AND CRASH
REPORTING SOLUTION FOR THE POLICE DEPARTMENT, AND
RELATED SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and _____ (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided as set forth in Exhibit A-1 (the "Scope of Work"), Exhibit A-2 (CONSULTANT's "Terms of Service"), and in Bid No. _____, Request for Proposals for the City of Beverly Hills, Police Department Electronic Cite Writer System, each attached hereto and incorporated herein by this reference. Notwithstanding, once implementation services (the "Services") are complete, the Terms of Service (Exhibit A-2) shall control the remaining services, and this implementation Agreement will terminate upon final invoicing and payment.

B. CONSULTANT represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall provide CITY with a comprehensive registration and facilities management solution, including all related software and services as more particularly described in Exhibits A-1, A-2, and Bid No. 19-28, 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.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a written receipt of a notice to proceed from CITY. CONSULTANT 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. The City Manager may extend the Agreement in writing until completion of all requested services.

Section 3. Compensation. CITY agrees to compensate CONSULTANT and CONSULTANT agrees to accept in full satisfaction for such services required by this Agreement, the Consideration set forth above and more particularly described in Exhibit B, ("Schedule and Rates of Payment"), attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B.

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Section 4. <u>Method of Payment.</u> Unless otherwise provided for herein, CONSULTANT 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 CONSULTANT said Consideration in accordance with Exhibit B.

Section 5. <u>Independent Contractor.</u> CONSULTANT 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 CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT 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. <u>Assignment.</u> This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. <u>Responsible Principal(s)</u>

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT 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. <u>Personnel.</u> CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. <u>Permits and Licenses.</u> CONSULTANT 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. <u>Interests of CONSULTANT.</u> CONSULTANT 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 CONSULTANT.

Section 11. <u>License Grant.</u> CONSULTANT warrants that it has or will acquire full title and ownership of the software licensed under this Agreement, as identified in Exhibit A, and/or that it has or will have the full power and authority to grant the license to CITY at the time of delivery, and that the license to use of the software will in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.

Section 12. Ownership of City's Data.

(a) All data and databases owned by CITY prior to the term of this Agreement and all data, including but not limited to all forms and reports generated by, on behalf of, or at the request of CITY in connection with CITY's user accounts (collectively, "City's Data"), shall be and shall remain the sole property of CITY.

(b) At all times while this Agreement is in effect, CONSULTANT shall ensure that the last two (2) consecutive years of City's Data shall be maintained, backed up, retrievable and accessible as per CITY's retention policy for California Fair Political Practices Commission (FPPC) filings at the time of execution of this Agreement.

(c) Upon termination of this Agreement, CONSULTANT will, at the written request of CITY, return or destroy all of City's Data in CONSULTANT's possession promptly following such written request.   Where CITY requires that CONSULTANT must return City's Data, CONSULTANT shall deliver the data, accumulated over a period of two (2) years, or as long as the Agreement was in effect, whichever is longer, in MySQL database export format.

(d) CONSULTANT shall not use City's Data without the express written consent of CITY's authorized representative.

Section 13. Insurance.

(a)   CONSULTANT 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 CONSULTANT.

(2) A police 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 CONSULTANT in performing the services required by the Agreement.

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

(4) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of Five Million Dollars ($5,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(5) A policy or policies of Technology and Cyber Liability Insurance with minimum limits of Two Million Dollars ($2,000,000) per occurance. CONSULTANT agrees to

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maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b)   CONSULTANT shall require each of its subcontractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c)   The policy or polices 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)   CONSULTANT 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 CONSULTANT's expense, the premium thereon.

(e)   At all times during the term of this Agreement, CONSULTANT 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. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f)   The general liability and vehicle liability policies required under this Agreement shall contain an endorsement providing that the policies cannot be 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 as set forth in the Agreement.

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

(h)   Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

(i)   The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONSULTANT and its insurance carriers.

Section 14. Indemnification.

(a) General Indemnification. CONSULTANT 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 CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

(b) Intellectual Property Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY of Beverly Hills, City Council, and each member thereof, every officer, employee and Agent of CITY, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from or related to any claim that the software provided by CONSULTANT infringes upon any copyright, trade secret, trademark, patent or other proprietary or intellectual property right of any third party. This indemnity provision shall survive termination of this Agreement.

Section 15. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon thirty (30) days written notice to CONSULTANT. CONSULTANT 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 CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 16. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 17. 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 CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 18. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of (2) two years. CITY shall have access, without charge, during normal business hours for such records, and the right to examine and audit the same and make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 19. 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 20. 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 21. <u>Entire Agreement.</u> This Agreement represents the entire integrated agreement between CITY and CONSULTANT, 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 CONSULTANT.

Section 22. <u>Exhibits; Precedence.</u> All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. 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 23. <u>Governing Law.</u> The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. <u>CITY Not Obligated to Third Parties.</u> CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 25. <u>Severability.</u> 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 _____ 20___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

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

ATTEST:

_____(SEAL)
LOURDES SY-RODRIGUEZ
Assistant City Clerk

CONSULTANT:
_____

_____
NAME
Title

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[Signatures continue]

APPROVED AS TO FORM: APPROVED AS TO CONTENT:

LAURENCE WIENER   MAHDI ALUZRI
City Attorney   City Manager

                                              DAVID SCHIRMER
                                              Chief Information Officer

                                              SANDRA SPAGNOLI
                                              Chief of Police

                                              SHARON L'HEUREUX DRESSEL
                                              Risk Manager

EXHIBIT A-1

CONSULTANT'S SLOPE

EXHIBIT A-2

CONSULTANT'S TERMS OF SERVICE

EXHIBIT B

SCHEDULE AND RATES OF PAYMENT

CITY shall pay CONSULTANT an amount not to exceed _____($_____), including $_____ for implementation services, $_____ for the first year of software licensing, and $_____ in contingency funds for unanticipated services outside the Scope set forth in Exhibit A.

Upon CITY's request, CONSULTANT shall provide a written quote on a Change Request Form and obtain CITY's written authorization prior to purchase of any additional materials or completion of additional services using contingency funds.

CONSULTANT shall submit an itemized statement to CITY for its services performed for the prior month or weeks, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. CITY shall pay CONSULTANT all undisputed amounts of such billing within thirty (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**

A.

ADDRESS   **B.**

C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	☐ AUTOMOBILE LIABILITY					
	☐ GENE AL LIABILITY					
	☐ PROD CTS/COM LETED OPERATIONS					
	☐ BLANKET CONTRACTUAL					
	☐ CONSULTANT'S PROTECTIVE					
	☐ PERSONAL INJURY					
	☐ EXCESS LIABILITY					
	☐ 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: CONSULTANT 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 CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT 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 : _____

                                                 _____

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Appendix B: Standard Insurance Requirements

Insurance Requirements. The successful Consultant ("Consultant") shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by Consultant, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent agreement. Insurance shall be of the type, in the amounts and subject to the provisions described below.

1.1.1   Consultant shall at all times during the term of the resulting 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) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

1.1.2   Consultant shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, with minimum limits of Five Million Dollars ($5,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to City in writing and be approved by City. Further, Consultant agrees to maintain in full force and affect such insurance for one year after performance of work under the Agreement is completed.

1.1.3   Consultant shall at all times during the term of the Agreement carry a policy or policies of Technology and Cyber Liability Insurance with minimum limits of Two Million Dollars ($2,000,000) per occurrence. Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

1.1.4   Consultant 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 Consultant in performing the services required by the Agreement.

1.1.5   Consultant agrees to maintain in force at all times during the performance of work under the Agreement Workers' Compensation Insurance as required by law.

1.1.6   Consultant shall require each of its or sub-contractors to maintain insurance coverage which meets all of the requirements of the Agreement.

1.1.7   The policy 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

A+;VII in the latest edition of Best's Insurance Guide.

1.1.8   Consultant agrees that if it does not keep the aforesaid insurance in full force and effect 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 Consultant's expense, the premium thereon.

1.1.9   At all times during the term of the Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.

1.1.10 The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. All of the policies required under the Agreement shall contain an endorsement providing that the policies cannot be 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 as set forth in the Agreement.

1.1.11 The insurance provided by Consultant shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City.

1.1.12 Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

1.1.13 The insurance coverage amounts required under the Agreement do not limit City's right to recover against Consultant and its insurance carriers.

Part 4 Appendix C - Beverly Hills_eCite Writer_Functional Requirements_2018-12-14

Please refer to the attached Excel Spreadsheet

<u>Appendix D – Proposal Response Forms</u>

Form	Description
A	<u>Contractor/Subcontractor Information</u>
B	<u>Contractor Financial Qualifications</u>
C	<u>Reference Form</u>
D	<u>Recommended Device Hardware</u>
E	<u>Application Software</u>
F	<u>Interface Identification</u>
G	<u>Implementation System Management</u>
H	<u>Post-Implementation System Management</u>
I	<u>Training Hours</u>

Form A: Contractor/Subcontractor Information

Complete a copy of this form for each Contractor and Sub-contractor.

1. Contractor/Sub-contractor Name:

2. Prime Contractor?   ____ Yes   ____ No

3. Describe the nature of the Contractor's organization (individual, partnership or corporation; private or public; profit or non-profit).

4. Local address serving the City of Beverly Hills:

5. Headquarters address:

6. Identify the Contractor Representatives for this Proposal.

Name	Title	Contact Information

7. Provide the following information on the Proposer's authorized negotiator:

    a. Name/Title

    b. Contact Address

    c. Phone Number

    d. Email

8. In what year was the company formed?

9. For how many years has the company provided public safety systems?

10. List other businesses in which the company is involved.

11. How many employees does this company have?

    Nationwide (total): _____

    In the office serving the City of Beverly Hills: _____

12. Briefly describe this contractor's roles and responsibilities in conjunction with this proposal:

13. For what length of time is your proposal valid (minimum 180 days)?

Form B: Contractor Financial Qualifications

Complete a copy of this form for the Prime Contractor only.

1. What was the Prime Contractor's annual gross revenue and net profit during the last three fiscal years?

	Annual Gross Revenue	**Net Profit**
Fiscal Year 2017		
Fiscal Year 2016		
Fiscal Year 2015		

2. Provide the following for at least one bank reference.

Bank Name: _____

Address: _____

_____

_____

Phone: _____

Contact: _____

3. Provide the Contractor's Dunn & Bradstreet Number: _____

Form C: Reference Form

Complete a copy of this form for each Contractor and Subcontractor. Add additional rows as needed.

	Agency Name, Address, Contact, Title, Phone Number, E-Mail	Approximate Service Area Population	Operational Applications	Version/Release	Installation Dates	Key Interfaces
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Form D: Recommended Device Hardware Form

List recommended minimum specifications for the various device hardware components required or recommended for each application component (e.g., handheld devices, printers, etc.). Minimum specifications should include CPU, RAM, hard disk capacity, video display capabilities, operating system and any other application hardware requirements. *Make as many copies of this form or add rows as needed.*

Hardware Description	Application Component (e.g., Tickets, Crash Reporting, Parking Citations, etc.)	Manufacturer (if applicable)	Model/Style Number (if applicable)	Specifications

Form E: Application Software Form

Use this form to list all application software modules provided for each component of the System. *Make as many copies of this form or add rows as needed to fully describe the functionality provided by your system, as well as the module and application in which the functionality can be found.*

Application	Module	Functionality Provided	Version	Base or Optional	Developer	Development Language or Tool Used	Operation al Status	Date First Version Installed	No. of Sites
Electronic Cite Writer		Parking Citations							
		Notice to Appear							
		Crash Reporting							
		Other							

Form F: Interface Identification Form

Describe Proposer's approach toward and specific experience in supporting each interface. Include any assumptions or constraints regarding successful interface completion. Note whether the interface deployment is operational, under development or not available. Describe services provided and any assumptions regarding working with the interfacing organization to develop the interface.

Make a copy of this form for each interface. If a form is not included for an interface, it will be assumed that the Proposer cannot provide that interface.

Interface Name	Interface Description			
Number of Sites	**Date Initially Installed**	**Operational Status**	**Direction (one-way, two-way)**	**Language or Tool Used**
Proposed Approach /Assumptions/Constraints/Services Provided				

Form G: Implementation System Management Form

Complete a copy of this form for all City personnel required for the successful implementation of the proposed system. Add additional rows as needed.

Position	Position Description/ Responsibilities	Total number of employees	Which implementation tasks as proposed in your Statement of Work will this participant be involved with?	Estimated hours per employee, per task (include duration of task)	Recommended Training/ Background

Form H: Post-Implementation System Management Form

Complete a copy of this form for all City personnel required for the management of the proposed system post-implementation. Add additional rows as needed.

Position	Position Description/ Responsibilities	Total number of employees	Estimated hours per week, per employee	Recommended Training/Background	Will all necessary training be provided by proposer?

Form I: Training Hours Form

Indicate the on-site and off-site training hours for application software training, system software training, and hardware training that are included in this proposal. Provide a thorough description of the training, the recommended number of persons for the class, and the personnel expected to attend the training. Additionally, identify any optional training. The Cost Proposal must reflect the training hours proposed in this table, as well as any separately priced optional training. *Make as many copies of this form or add rows as needed.*

Description of Training	Recommended Number of Participants	Prerequisites	Personnel Expected to Attend Training	Hours	
				On-Site	Off-Site
Totals:					

Part 6 Appendix E - Cost Proposal Forms_2019-02-04

Please refer to the attached Excel Spreadsheet