Solicitation RFP 21-008

POLICE DEPARTMENT REAL TIME DATA VISUALIZATION PLATFORM

Bid Designation: Public

City of Fremont

Bid RFP 21-008
POLICE DEPARTMENT REAL TIME DATA VISUALIZATION PLATFORM

Bid Number   **RFP 21-008**

Bid Title   **POLICE DEPARTMENT REAL TIME DATA VISUALIZATION PLATFORM**

Bid Start Date **Aug 21, 2020 8:48:25 AM PDT**

Bid End Date   **Sep 14, 2020 2:00:00 PM PDT**

Question &
Answer End   **Sep 1, 2020 3:00:00 PM PDT**
Date

Bid Contact   **Janice Becerra**

                Buyer

                jbecerra-scola@fremont.gov

Description
The Fremont Police Department (FPD) is seeking Proposals from qualified vendors to provide a real time data visualization platform to serve as the key component in the Real Time Information Center (RTIC). Establishing an initial Standard Operating Procedure (SOP), procuring, integrating and implementing this platform is Phase 1 of a multi-phase approach for the FPD. Phase 2 will include day to day operations of utilizing the platform with existing staff, evaluation of the program, developing measures of effectiveness, and identifying future technology and personnel needs. Phase 3 will involve securing personnel position(s) as an operator in the RTIC. The final phase, Phase 4, if deemed necessary, will be to procure, install, and implement a video wall to complement the data visualization platform and its many displayed resources and data feeds. These subsequent phases will begin in Fall 2020 and likely take us into 2022 to complete the center. The focus of this RFP is implementation of the platform (Phase 1).

Request for Proposals #21-008
POLICE DEPARTMENT
REAL TIME
DATA VISUALIZATION PLATFORM

PROPOSALS DUE NOT LATER THAN:
2:00 PM, September 14, 2020

Calendar of Events

Questions Submitted	September 1, 2020 by 3 PM
Responses to Questions	September 3, 2020

Proposals Due to City not later than 2:00 PM SEPTEMBER 14, 2020

Submit Proposals to:

Purchasing@fremont.gov

CITY OF FREMONT – REQUEST FOR PROPOSALS   **RFP#21-008**
REAL TIME DATA VISUALIZATION PLATFORM

REQUEST FOR PROPOSALS ("RFP")
FOR A REAL TIME DATA VISUALIZATION PLATFORM

A. The CITY OF FREMONT (hereinafter "City") hereby requests Proposals for a comprehensive Real Time Data Visualization Platform for the Fremont Police Department. The City is also requesting software, data integration and professional services for implementation of the Real Time Data Visualization Platform (hereinafter "Project"). The City will receive Proposals at purchasing@fremont.gov **up to 2:00 p.m. on September 14, 2020. Maximum submittal size may not be larger than 35 megabytes otherwise we cannot guarantee delivery.**

Proposers who have experience with law enforcement agencies, specifically California implementations, data integration, CJIS compliance standards, and will meet the City's requirements as outlined in the Functional Requirements section of this RFP are encouraged to submit proposals.

B. INTRODUCTION

1.   General Description of Project

The Fremont Police Department (FPD) is seeking Proposals from qualified vendors to provide a real time data visualization platform to serve as the key component in the Real Time Information Center (RTIC). Establishing an initial Standard Operating Procedure (SOP), procuring, integrating and implementing this platform is Phase 1 of a multi-phase approach for the FPD. Phase 2 will include day to day operations of utilizing the platform with existing staff, evaluation of the program, developing measures of effectiveness, and identifying future technology and personnel needs. Phase 3 will involve securing personnel position(s) as an operator in the RTIC. The final phase, Phase 4, if deemed necessary, will be to procure, install, and implement a video wall to complement the data visualization platform and its many displayed resources and data feeds. These subsequent phases will begin in Fall 2020 and likely take us into 2022 to complete the center. The focus of this RFP is implementation of the platform (Phase 1).

2.   Project Purpose

This Request for Proposals is being completed with the goal of awarding an agreement to a Vendor to provide the real-time data visualization platform. The platform should provide a complete operational picture, offering solutions with a variety of third-party applications. The purpose of this RFP is to solicit submissions from vendors who demonstrate a solution to serve as described in the Functional Requirements and meet the overall project purpose.

3.   Background

The Fremont Police Department (FPD) practices an Intelligence-led Policing (ILP) model and philosophy. ILP's primary objective is to reduce crime through identifying crime trends, deploying effective resources and making informed decisions based on data-

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driven analysis, intelligence and technology tools. FPD greatly values our strong community partnerships and one such benefit has been the community support of the use of video surveillance technology throughout the City. FPD aims to establish a Real Time Information Center (RTIC), which is a hub of integrated information sources to include calls for service, crime trend information, technology, such as video surveillance and LPR, and personnel to facilitate real-time operational decision making. The goal is to improve situational awareness, increase operational effectiveness, quickly identify crime incidents and criminal suspects, and implement crime prevention strategies.

4.   City's Current Environment

The City's network topology is based on Ethernet and consists of two core switches connected via a 10 Gbps WAN fiber link. Multiple VLANs are created to segment and secure the network utilizing a class A private network address space of 10.0.0.0/8.

Virtual servers run in a VMware vSphere/ESXi 6.7 environment. The virtual environment is based on Dell's VxRail hyper-converged infrastructure. Operating systems that are supported include Microsoft Windows Server 2012, 2016, and 2019. SQL Server 2012 and 2016 are the prevalent databases in use. The City's workstations and servers connect to edge switches at 1 Gbps. These edge switches have redundant fiber links that connect at 1 Gbps to each core switch.
A Cisco next generation firewall is deployed to provide the latest technology to secure and protect the City's network. At the endpoints, workstations are protected against malware utilizing Cisco's advanced malware protection (AMP) and Umbrella DNS. Two internet service providers provide redundant routes to the internet for access to websites and cloud service providers including Microsoft Government Azure.

The workstations are primarily Dell desktops and laptops running the Microsoft Windows 7 and10 operating systems. The City is currently migrating remaining Windows 7 workstations to Windows 10. Microsoft enterprise applications include Office 365, Exchange, Dynamics 365, Power BI, and Teams. ArcGIS enterprise 10.6.1 is used for our GIS environment. The Fremont Police Department is currently using Tiburon CAD 2.9 and RMS 7.10 solutions.

The City's disaster recovery plan consists of on-premise backups to a storage appliance in addition to sending backups to the cloud. Using a combination of Microsoft Azure and Amazon Web Services, virtual servers can be booted-up in the cloud as needed to ensure business continuity.

5.   Proposed Application and Computing Environment

The City is open to both an on-premise or a Cloud Computing Type SaaS and/or PaaS solution (SaaS/PaaS solutions will require an acknowledgement, that if selected, the proposer will submit SOC1/SOC2 reports). If proposer offers both types of solutions (on-premise and cloud), present both. However, for proposals that are not SaaS or PaaS, the City will need to assess additional line items to the proposer's cost for maintenance, operations, storage, hardware, servers, networking components, respective licensing,

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and other applicable components. The City expects the new system to operate in multiple environments: development, test, and production.

C. **CONTENTS OF PROPOSAL**

The Proposer shall include in its proposal, at a minimum, the information outlined in this Section C in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of services and delivery of software identified in this RFP. Responses will be evaluated and scored. At the City's discretion scoring may be inclusive of some or all evaluation areas for each round. Scoring may be weighted.

The Proposer shall attach five separate exhibits to a cover letter, including the following:
- Scope of Services, **Proposal Exhibit "A"**;
- Cost Proposal, **Proposal Exhibit "B"**;
- Statement of Qualifications, **Proposal Exhibit "C"**;
- Terms of Technology Service Agreement, **Proposal Exhibit "D"**; and
- Functional Requirements, **Proposal Exhibit "E"**.
- **Appendix A-1** of this RFP contains a *Proposer Checklist* to assist Proposer in complying with the RFP requirements and company background and references sheets for Proposer to include in its *Proposal Exhibit "C"*.
- **Appendix A-2** of this RFP contains the Cost Proposal pricing template (attached for Proposer to include in its *Proposal Exhibit "B"*.)
- **Appendix A-3** of this RFP contains the functional requirements section for Proposer to include in its *Proposal Exhibit "E"*.
- **Appendix A-4** contains a Conflict of Interest/Collusion statement to be signed and submitted with the proposal.

Proposer shall identify each section in its proposal by inserting a tab divider between each required Exhibit section.

1. **Cover Letter**
    An authorized representative of the Proposer shall sign the proposal on a cover letter that contains the following information: (a) identifies this project by name and number; (b) identifies the full legal name of the Proposer, along with the name of the contact person, address, phone number, and e-mail address; and (c) indicates Proposer's willingness to comply with the procedures identified in this RFP, including an incorporation by reference of the five exhibits identified in this Section C.

2. **Scope of Services**
    The Proposer shall prepare a complete description of the scope of services (to be labeled: Proposal - Exhibit "A") which the Proposer intends to perform in order to achieve the Project Purpose. The precise scope of services to be incorporated into the Technology Service Agreement will be based upon Proposal Exhibit "A" (described below) and may be the subject of negotiations between the City and the successful proposer.

    a. The Proposer's scope of services should include, at a minimum, general discussion of the Proposer's understanding of the overall project, a description of the major components of services (or phases of service), and the expected time of completion for each component proposed. Professional services shall include installation of software, project management, implementation,

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comprehensive data conversion (of vendor-recommended data), system acceptance testing, training, warranty, and documentation.

b. The Proposer's scope of services shall include a description of the software products or modules, licensing options, any customization, operating system and database, or any third party software products included in the proposal that are necessary to achieve the City's stated Project Description and to meet the functional requirements. Proposer may include any software products, modules, third party software, or hardware in its proposal that are value-added or optional to be provided by Proposer to the City. Base proposal shall include a fully functioning and operational Real Time Data Visualization Platform.

c. Proposer shall provide a detailed description of the proposed approach and methodology for creating the interfaces/integrations.

d. The Proposer's scope of services should include information on the recommended delivery method for the proposed software solution (SaaS, PaaS, hosted, on-premise). The Proposer's scope of services shall also include: A description of the standard and ad-hoc reporting capabilities of the proposed system; Proposer's methodology and frequency for software upgrades and update releases; and Proposer's policy for source code (e.g., source code, database schema, data dictionary, and documentation for the software and any customized modifications are delivered to City upon software installation and upon each and every enhancement, -[ii] made available to City on demand, or [iii] placed in escrow for access by City).

e. The Proposer's scope of services must meet or exceed all applicable expectations toward compliance with Criminal Justice Information Systems (CJIS) Policy. This includes but is not limited to: storage of information in United States datacenters only, encryption of sensitive information at rest and in transit, fingerprint-based background investigations of personnel, meeting all security awareness training standards, and mandatory notification of cybersecurity events.

f. The Proposer's scope of services should describe the nature of any post-implementation and ongoing support for the Real Time Data Visualization Platform. The description shall include the levels of support available (e.g., gold, silver, bronze, etc.) and identify which level of support is being proposed for the City, telephone support including hours of operation and time zone, availability of 24/7 hotline, problem reporting and resolution procedures, escalation procedures, response time for various levels of severity, and other support that is available (e.g., additional on-site, remote, access to website portal, knowledge base, etc.).

g. Proposer shall specify all required components (software and/or hardware) to operate the proposed Software System in a highly available environment. The City reserves the right to purchase any components needed through a separate procurement process.

3. **Cost Proposal**
The Proposer shall provide a fixed price bid for all software licenses, implementation and professional services, training, and ongoing maintenance and support being proposed (to be labeled: Proposal Exhibit "B") which identifies:

a. An itemized cost breakdown, including hourly rates and number of hours for each major component of service, with a cross-reference to each component of service, and for each software product or module including third party software products identified in Proposal Exhibit "A". The cost breakdown shall also include a description of any reimbursable charges such as travel expenses.

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  b. A total proposed "Not to Exceed" cost for the performance of all services and provision of all software products or modules including third party software products described in the Scope of Services, Proposal Exhibit "A", needed to achieve the Project Description and to deliver a fully functional and operational Real Time Data Visualization Platform.

  c. A proposed payment schedule for all services to be performed and products to be delivered.

  d. Proposer shall use Appendix A-2, the Cost Proposal Template.

  e. The Cost Proposal, Proposal Exhibit "B", should be placed in a separate sealed envelope and labeled accordingly. Please provide data 'unlocked' on the Cost Proposal Template (see RFP attachment 2).

  f. The City reserves the right to purchase any third-party software products through a separate procurement process.

4.   **<u>Statement of Qualifications</u>**

The Proposer shall prepare a Statement of Qualifications (to be labeled: Proposed Exhibit "C") which provides the following information:

  a. Identification of the size, stability, and capacity of Proposer's organization, including, at a minimum, an identification of Proposer's:

   i. Total number of years in operation and number of years that Proposer has been providing public safety software systems and services similar to the scope of services described in this RFP.

   ii. Total number of current employees.

   iii. Number of office locations (including the location of each office and identification of the office from which service will be provided to the City).

   iv. Number of employees in the office location which is intended to provide the services described in Proposal Exhibit "A".

   v. The financial condition of Proposer's organization and whether there is any outstanding litigation or threat of litigation.

   vi. Disclosure of any past, ongoing, or potential conflicts of interest which Proposer may have as a result of performing the work for this Project.

   vii. Appendix A-1, Form 2, contains the Proposer Background Information page for the Proposer to include in its Proposal Exhibit "C".

  b. Identification of Proposer's experience for providing a software system and performing services for projects of a similar size, scope, and complexity as the procurement required by this RFP, including an identification of proposed software version in a comparable computing environment within the last five years for at least three government clients within California of which at least one client shall be a municipality of comparable size and complexity to the City. The list of recent projects shall include the name, contact person, address, e-mail address and phone number for clients who have fully completed (live) installations, as well as a description of the software solution (specific modules installed, e.g., Appendix A-1, Form 3, contains the format for the references for the Proposer to include in its Statement of Qualifications, Proposal Exhibit "C".

  c. A list of the Proposer's principals, employees, agents, and sub-consultants that the Proposer intends to assign to this Project. The proposed Project staff shall include the account manager, project manager, lead trainer, technical architect, and all other key staff assigned to the Project. This list shall include a summary of the qualifications (including education, training, licenses, and experience) of each individual; the approximate number of hours each will

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devote to the Project; and the type of work to be performed by each individual. The City will retain under its agreement with the successful Proposer the right of approval of all persons performing under the agreement.

5. **Proposed Technology Service Agreement**
   The Proposer shall review the terms of the proposed Technology Service Agreement ("Agreement") between the City and Proposer (Attachment 1 to this RFP) and identify any portions of the Agreement which the Proposer desires to amend either by addition, deletion, or modification (to be labeled: Proposal Exhibit "D"). Proposer shall also demonstrate its ability to comply with the City's insurance requirements. A copy of an insurance certificate or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may be favorably considered.

   Proposer shall submit, as part of Proposal Exhibit "D", all documents including, but not limited to, agreements and/or licenses of every kind that the Proposer would incorporate into any agreement with the City arising out of this RFP. These documents may include copies of the sample software licensing agreement, a sample implementation services agreement, and a sample escrow agreement.

6. **Functional Requirements**
   The functional requirements of the proposed Real Time Data Visualization Platform will be key criteria for evaluating the proposals submitted to the City. The Proposer shall indicate its compliance with the functional requirements contained in Appendix A-3, which Proposer shall include in its proposal (to be labeled: Proposal, Exhibit "E").

D. INSTRUCTIONS TO PROPOSERS

1. **Time and Place of Delivery of Proposals** It is the Proposer's responsibility alone to ensure that the proposal is received by the City's Authorized Representative at the time and place identified on page 1 of this Request for Proposals ("RFP").

2. **RFP Schedule**
   The schedule for the RFP is as follows:

a.	Submission of Questions	September 1, 2020, 3:00 PM
b.	Responses to Questions or Addendum Issued, if necessary	September 3, 2020
c.	**Proposals Due to City**	**September 14, 2020 not later than 2:00 PM**

3. **Requests for Clarification of the RFP**
   The sole point of contact for information pertaining to this Project is www.bidsync.com. Communication with City staff about the scope of services or anything else related to this RFP is forbidden. Unless specifically authorized by the Purchasing Manager, no other City of Fremont official or employee is authorized to provide information related to this Project or RFP. Contact with other City officials or employees without the express permission of the Purchasing Manager could result in disqualification from further consideration in this RFP process.

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If any proposer has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omissions from this RFP, the proposer shall submit questions or requests for clarification to www.bidsync.com by 3:00 PM, on **September 1, 2020.**

4. **Format and Quality of Proposals**
    All proposals shall be prepared in a clear and concise manner. Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this RFP.

5. **Submittal of Proposals**
    The Proposer shall submit an electronic PDF file(s) of the proposal at purchasing@fremont.gov **up to 2:00 p.m. on the 14th day of September, 2020. Subject Line to read: RFP 21-008 POLICE DEPT REAL TIME DATA VISUALIZATION PLATFORM**
    NOTE: Maximum submittal size may not be larger than 35 megabytes otherwise we cannot guarantee delivery.

6. **Initial Review Process**
    After the proposals are received and opened by the City, the City shall review and evaluate all proposals in order to determine which proposal(s) best meets the City's needs for this Project. The City shall review the proposals based upon evaluation criteria including, but not limited to cost, ability to meet the City's requirements (software functionality, usability, performance, flexibility, integration, and technology), implementation methodology, training, customer support, warranty, ongoing maintenance, experience and qualifications, references, understanding of the work to be completed based on clarity of proposal, and responsiveness to the RFP. Information must be furnished complete in compliance with the terms, conditions, provisions and specifications of this RFP.

    The proposal with the lowest cost will not necessarily be selected; however, cost is a component of the evaluation.

7. **Further Evaluation and Review**
    Upon completion of the initial review, the City shall notify those Proposers who will be considered for further evaluation and review. The City will further investigate qualifications and references of these proposers. Based upon this analysis, the City will request an on-site "Proof of Concept" (POC) demonstration to show how the proposed system will meet the required functionality for the new Real Time Data Visualization Platform. If selected as a finalist, City representatives may also request a visit to a client(s) reference site to observe the application in an actual working environment.

8. **Award of Agreement**
    The City shall notify the Proposer(s) whose proposal(s) best meets the needs of the City and whose proposal(s) is most advantageous to the City to begin negotiation of the Agreement. The City reserves the right to negotiate the terms of the Agreement for this Project with one or more proposers. Proposers so notified shall negotiate in good faith in accordance with direction from the City. Any delay caused by Proposer's failure to respond to direction from the City may lead to a rejection of the Proposal.
    a. The City reserves the right to reject any or all proposals and to waive any

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irregularities in any proposal or the proposal process. The award of the Agreement, if made by the City, will be based upon a total review and analysis of each proposal and projected costs.

b. If the City determines, after further evaluation and negotiation, to award the Agreement, a Technology Service Agreement shall be sent to the successful Proposer for the Proposer's signature. No proposal or agreement for this Project shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both Proposer and the City.

9. **Proposals Are Public Records**
    Each proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

    a. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*), unless there is a legal exception to public disclosure.

    b. If a proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall take the following actions: (i) clearly mark the relevant portions of its proposal "Confidential"; and (ii) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (iii) the Proposer shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the Proposal.

10. **Costs Associated with Preparation of Proposal are Proposer's Responsibility**
    All costs incurred by prospective proposers associated with the preparation of a response to this RFP and any subsequent demonstrations, analyses, studies, responses to inquiries, travel for purposes of competing for and/or negotiating an agreement with the City are the sole responsibility of the Proposer.

11. **Compliance with Laws, Ordinances and Regulations**
    Proposer shall be familiar with and shall abide by all laws, ordinances, and regulations in conducting themselves during the term of their relationship with the City. The cost of this compliance will be included in the prices provided in the proposer's proposal to the City.

12. **Conflict of Interest**
    Each proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services as a result of this RFP. Any such relationship that might be perceived as or represent a conflict should be disclosed. By submitting a proposal in response to this RFP, proposers affirm that they have not given, or intend to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a proposer's proposal. An award will not be made where a conflict of interest exists. The City will determine if a conflict of interest exists and whether it may reflect negatively

on the City's selection of a vendor. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

13. **<u>Errors and Omissions</u>**
The Proposer bears full responsibility for exclusions or errors in its proposal submitted. Upon close of proposals, the City reserves the right to hold any proposer accountable and responsible for its submitted proposal. Failure to review or comprehend any portion of this Request for Proposals does not absolve the Proposer of the responsibilities articulated herein.

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APPENDIX A-1	PROPOSER RESPONSE PAGES
FORM 1, Page 1 of 1	**PROPOSER CHECKLIST**

This checklist has been provided to assist Proposer in complying with the RFP requirements. All items listed must be included with the proposal. Proposer shall check off each item as it is assembled into the proposal, detach the checklist from the RFP, and submit it as part of the proposal.

Tab No.	Description	Appendix Attachment to RFP (if applicable)	Included
	Electronic files submitted to: purchasing@fremont.gov	As specified in RFP	
	Proposer Checklist	Appendix A-1, Form 1	
	Cover Letter with Company Information and Signature		
	Scope of Services, Proposal Exhibit "A"		
	Cost Proposal, Proposal Exhibit "B" (insert in a separate, sealed envelope by itself)	Appendix A-2	
	Statement of Qualifications, Proposal Exhibit "C"		
	Proposer Company Background (include with Proposal Exhibit "C")	Appendix A-1, Form 2	
	Proposer Company References (include with Proposal Exhibit "C")	Appendix A-1, Form 3	
	Terms of Proposed Technology Service Agreement and List of Exceptions (include with Proposal Exhibit "D")		
	Sample Agreement(s) (include with Proposal Exhibit "D")		
	Functional & Technical Requirements (include with Proposal Exhibit "E")	Appendix A-3	
	Conflict of Interest/Collusion Statement	Appendix A-4, Form 4	

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APPENDIX A-1	PROPOSER RESPONSE PAGES
FORM 2, Page 1 of 1	COMPANY BACKGROUND INFORMATION

I.   Company Background

	Description	Response
1	**Years in Operation**	
	Number of years that company has been in operation and providing services similar to the scope of services described in this RFP.	_____ Years
2	**Office Locations**	
	Number of total office locations.	_____ Locations
	Location of each office.	Street Address/City/State/Zip
	Location of corporate headquarters.	
	Location of office from which service will be provided to the City.	
3	**Employees**	
	Number of current full-time regular employees company wide.	_____ Employees
	Number of employees in office providing services to the City.	_____ Employees
	Product Development.	_____ Employees
	Implementation Support.	_____ Employees
	Service Center (Help Desk) Support	_____ Employees
4	**Clients**	
	Total number of clients.	_____ Clients
	Total number of local government clients in California.	_____ Clients
	Total number of clients currently supported by office that will provide services to City.	_____ Clients
5	**Implementation Model**	
	Direct, Implementation Partner, Value Added Reseller.	
	Typical Implementation Duration for Core functionality.	_____ Months
6	**Support Model**	
	VAR, Direct, Implementation Partner, etc.	

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	Support hours (convert to Pacific Time)	
	Brief description of issue escalation procedure.	
	Brief description of SLA for critical issue resolution.	
7	**Version Releases**	
	Current version and release date of the proposed solution	
	Anticipated date and version number for next release	
	Number of prior versions supported	
	Describe major and minor release schedules	
8	**Software as a Service (SaaS)/Application Hosting Option**	
	Brief description of SaaS/Application Hosting models available.	
	Describe policy towards data ownership and transferability from SaaS/Hosted solution to on-premises solution or to a 3rd party.	
	Describe SaaS/Hosting storage costs	
	Location of SaaS/Hosting site, mirrored sites. If 3rd party, identify the organization.	
	Describe backup strategy.	
	Describe disaster recovery strategy.	
	Single or multi-tenant.	
	Acknowledgement required: If selected, proposer will submit SOC1/SOC2 reports (including for all third-party entities affiliated with the consultant's solution).	
9	**CJIS Compliance**	
	Acknowledgement required: If selected, proposer will submit CJIS compliance verification	

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APPENDIX A-1	PROPOSER RESPONSE PAGES
FORM 3, Page 1 of 3	**PROPOSER REFERENCES**

I.   References

Complete the following information for a minimum of three local government agencies within California for which Proposer has provided comparable systems and professional services during the past five years. At least one reference shall be a municipality of comparable size and complexity to the City. References may or may not be reviewed or contacted at the discretion of the City. The City reserves the right to contact references other than, and/or in addition to, those provided by proposers. The City shall not provide information received from references to proposers. Make additional copies of these pages if necessary.

Reference 1

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
E-Mail Address:	
Name and Version of Software Modules or Products Installed:	
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	
General Description of Services Performed:	
Dates for Performance (Go-Live Date, Project Duration in Months):	

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APPENDIX A-1	PROPOSER RESPONSE PAGES
FORM 3, Page 2 of 3	**PROPOSER REFERENCES**

I.   References (continued)

Reference 2

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
E-Mail Address:	
Name and Version of Software Modules or Products Installed:	
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	
General Description of Services Performed:	
Dates for Performance (Go-Live Date, Project Duration in Months):	

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APPENDIX A-1	PROPOSER RESPONSE PAGES
FORM 3, Page 3 of 3	**PROPOSER REFERENCES**

I.   References (continued)

Reference 3

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
E-Mail Address:	
Name and Version of Software Modules or Products Installed:	
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	
General Description of Services Performed:	
Dates for Performance (Go-Live Date, Project Duration in Months):	

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APPENDIX A-2	PROPOSER RESPONSE PAGES
	COST PROPOSAL

The Cost Proposal must itemize the costs to the City for Proposer to perform the scope of services and provide the Real Time Data Visualization Platform for the Project as described in Proposal Exhibit "A" and in Appendix A-3, System Functional Requirements. A narrative may be attached to clarify any pricing data submitted.

City of Fremont **Real Time Data Visualization Platform** **Pricing Estimates**	
Pricing Estimates, On-Premises	
1. **Software Licensing – On Premises –** Include concurrent user / per user /per site pricing model details. Differentiate between modules that are included or separated into additional expense. **NOTE: The City strongly prefers an Enterprise Pricing rather than user-based licensing.**	
2. **Third-Party Licensing (if applicable) –** Discuss pricing for any recommended third-party solutions.	
3. **Implementation** – Training, travel expenses, installation, data conversion, integration, etc. Include any assumptions made in calculating implementation pricing.	
4. **Annual Maintenance, 5 Years**	
Year One	
Year Two	
Year Three	
Year Four	
Year Five	
5. **Total Year One:**	
6. **Total Five Years:**	
Pricing Estimates, Hosted / Software-as-a-Service	

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1. Software Licensing – Other than or in addition to annual subscription.	
2. Third-Party Licensing (if applicable) – Discuss pricing for any recommended third-party solutions.	
3. Implementation – Training, travel expenses, installation, data conversion, integration, etc.	
4. Annual Subscription, 5 Years	
Year One	
Year Two	
Year Three	
Year Four	
Year Five	
5. Total Year One:	
6. Total Five Years:	

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CITY OF FREMONT – REQUEST FOR PROPOSALS   **RFP#21-008**
REAL TIME DATA VISUALIZATION PLATFORM

APPENDIX A-3	PROPOSER RESPONSE PAGES SYSTEM FUNCTIONAL & TECHNICAL REQUIREMENTS

I.   The City is seeking a comprehensive Real Time Data Visualization Platform. The capabilities and features of interest to Fremont Police Department, but not limited to, are included in the Functional and Technical Requirements list below:

II.   The response template identifies selected key features, functions, and capabilities that the City is seeking from the new Real Time Data Visualization Platform. Proposer shall indicate compliance with each requirement to enable the City to evaluate the proposed solution as follows:

- "**2**" – Proposed software release ***fully supports the requirement*** with standard implementation configuration; there is no customization, work-around, or third-party software required.
- "**1**" – Proposed software release ***supports the requirement with customization, work-around, or third-party software***.
- "**0**" – Proposed software release ***does not support the requirement***.

Proposer must complete Column "B", Proposer Response, for each requirement and must provide a detailed explanation for any "1" or "0" response in Column "C", Detailed Explanation. Proposer may provide a detailed explanation for any requirement that the Proposer would like to highlight for consideration by the City during the review process. Proposer may attach a separate sheet(s), if necessary, for such explanation by restating the text of the requirement along with the item number and providing the additional response immediately following the requirement in the same sequence as this Appendix A-3.

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CITY OF FREMONT – REQUEST FOR PROPOSALS   **RFP#21-008**
REAL TIME DATA VISUALIZATION PLATFORM
<u>**Functional and Technical Requirements**</u>

Ref #	"A" Requirement	(R)equired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
	General Features			
G1	A complete operational picture of real-time data points and video feeds	R		
G2	Calculations of internet bandwidth requirements to support real-time data feeds into proposed system	R		
G3	If hosted in the cloud, list proposed cloud provider and speed of cloud connection, physical locations, redundant paths, configuration and data backup workflow	R		
G4	Provide a visual map of the City of Fremont	R		
G5	Provide a map of public safety resources offering solutions with a variety of third-party applications to include but not limited to: - Various Video Management Systems (VMS) to include Milestone, PIPS/Neology - Configurations with various network camera models - Automated Vehicle Locators (AVL) and GPS - Automated License Plate Reader (ALPR) data via Northern California Regional Intelligence Center (NCRIC) - Tiburon CAD/RMS	R		
G6	Ability to combine multiple data/video feeds into a view to display on video wall	R		
G7	Recommendation of video wall vendor and associated equipment to be compatible with proposed system	D		
G8	Ability to "drag and drop" data/views from maps, camera views, search results, tables, documents, etc.	D		
G9	Integration of structured and unstructured data	R		
G10	Customizable dashboard to include multiple visualizations, filtering, linking, and editing	R		
G11	Provide auto-refresh of CAD calls for service	R		
G12	Provide visual alert to operator when a priority 1 call arrives in queue	D		
G13	Real-time alert capabilities based on keywords, criteria	R		
G14	Capable of alerts when records are modified/updated	D		

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CITY OF FREMONT – REQUEST FOR PROPOSALS   **RFP#21-008**
REAL TIME DATA VISUALIZATION PLATFORM

Ref #	"A" Requirement	(R)equired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
G15	Capable of alerts when other users search on same criteria (i.e., deconfliction)	D		
G16	Receive real-time alerts via SMS/MMS or email	D		
G17	Provide alert when CAD call falls within the viewshed of camera	D		
G18	Ability to pop-up/highlight a specific camera when a CAD call falls within the viewshed of that camera	D		
G19	Ability to automatically move a network PTZ camera to a predesignated location based on the geographic location of a CAD call	D		
G20	Ability to import, display and conduct analysis of tabular and relational data.	R		
G21	Ability to import and display location information based on latitude/longitude, URL or API	R		
G22	Ability to perform federated searches of internal data and third-party sources	R		
G23	Ability to delete/purge data once it has been removed from original data system	R		
G24	Supports both scheduled and ad hoc data refresh methods	R		
G25	Perform wildcard search, geo-search, soundex search	R		
G26	Ability to use multiple operators in search (and, or, contains	D		
G27	Use of data filters for multiple criteria	R		
G28	Ability to save searches for consistent use	D		
G29	Ability to save searches with multiple users/teams	D		
G30	Ability to share search queries and results with other users	D		
G31	Ability to develop and import additional data set layers from multiple file types	R		
G32	Ability to draw a geo-fence using a shape tool for easily configurable alerts	D		
G33	Ability to easily turn live layers off/on for different visualization schema.	D		
G34	Provide automated report tools to create standardized reports	R		
G35	Capable of historical "rewind" feature to reconstruct events for 15 days	D		
G36	Feature of "breadcrumbs" to provide operator the ability to document steps taken to reach conclusive action	D		
G37	Ability to use multiple operators in search (and, or, contains	R		
G38	Use of data filters for multiple criteria	R		
G39	Ability to develop and import additional data set layers from multiple file types	R		

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CITY OF FREMONT – REQUEST FOR PROPOSALS   **RFP#21-008**
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Ref #	"A" Requirement	(R)equired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
G40	Ability to draw a geo-fence using a shape tool for easily configurable alerts	R		
G41	Ability to easily turn live layers off/on for different visualization schema.	R		
G42	Provide concurrent access via multiple licenses to end-users	R		
G43	Ability to share and annotate visualizations, dashboards and reports	R		
G44	Allow a team of users to share customized dashboards, queries, reports	R		
G45	Allow a team of users to securely collaborate on projects and investigations	R		
G46	Ability to seamlessly display on various mobile devices including iOS and Android platforms.	R		
G47	Meet CJIS and CA DOJ security requirements	R		
G48	Meet security requirements outlined under Federal Information Processing Standards (140-2)	R		
G49	Use a minimum of 256-bit AES encryption to protect secure and sensitive information	R		
G50	Ability to support two-factor authentication and single sign-on capable of audit logs for creation and modification of records	R		
G51	Authenticate reason for users to query for information to include ALPR data	D		
G52	Supports Office 365, PowerBI and SSRS 2019	R		
G53	Runs on Microsoft SQL server 2019	R		
G54	Windows Server 2019 R2 operating system	R		
G55	Supports ODBC, API, flat file connections to data sources	R		
G56	Provides API for data access/extraction from outside applications	R		
G57	Provides search capability over data sources, visualizations, reports, dashboards	R		
G58	Consume existing City of Fremont ArcGIS services	R		
G59	Host operating system requirements	R		
G60	In-memory data storage	R		
G61	Ongoing Customer Support and Service Level Agreement	R		
G62	Vendor to provide, install and configure all necessary servers for a highly available architecture	R		

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Ref #	"A" Requirement	(R)equired (D)esirable	"B" Proposer Response	"C" Detailed Explanation
G63	Evergreen software: Upgrades and updates continually available without additional costs. This shall also include regulatory updates mandated by State or Federal agencies.	R		
G64	Experience integrating with external applications. Describe typical interfaces/integration technologies and approach (flat file transfer, web service, APIs, etc.).	R		
G65	System database schema will be made available to ITS (if necessary, ITS can enter into an NDA).	R		

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CITY OF FREMONT – REQUEST FOR PROPOSALS   **RFP#21-008**
REAL TIME DATA VISUALIZATION PLATFORM

APPENDIX A-4	PROPOSER RESPONSE PAGES CONFLICT OF INTEREST AND COLLUSION STATEMENT

(Signed copy must be submitted with Proposal)

Conflict of Interest

Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services as a result of this RFP/RFQ/Bid. Any such relationship that might be perceived as or represent a conflict should be disclosed. By submitting proposal in response to this RFP/Bid, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The City will determine if a conflict of interest exists and whether it may reflect negatively on the City's selection of a vendor. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

Collusion

This is to certify that the undersigned proposer has neither directly nor indirectly entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the City of Fremont.

All terms and conditions of this Request for Proposal have been thoroughly examined and are understood.

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE: _____
                                                          Signature

                                                          _____
                                                          Printed Name

                                                          _____
                                                          Title

ADDRESS: _____

                  _____

DATE SIGNED: _____

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TECHNOLOGY SERVICE AGREEMENT
REAL TIME DATA VISUALIZATION PLATFORM

This Technology Service Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter "City"), and [***INSERT***name of business and description of legal entity, i.e. LLC, Partnership, Corporation, etc.]_____, (hereinafter "Consultant"). City and Consultant may be collectively referred to herein as the "parties."

RECITALS

A. City requested a proposal from Consultant to perform the services generally including: [***INSERT***describe services]_____

B. In response to the City's request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit "A," in return for the compensation described in this Agreement and Exhibit "B."

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions

"Documentation" means technical manuals, training manuals, user guides, and workbooks, as updated and amended from time to time, provided by Consultant to assist Customer with the use of Software.

"Initial Constructive Use" Initial constructive use the earliest point in time where all Software delivered under the terms of this agreement is installed on City systems and is sufficiently free of errors for the City to use it to conduct the ordinary business for which it is intended.

"Cloud-Hosted Service" means the solution is designed from the ground up for cloud and is a multi-tenant cloud environment. In addition, Consultant owns, provides and oversees infrastructure, software and administrative tasks and makes its [product name] system available to City over the Internet using a standard web browser. The Cloud-Hosted Service includes the software and network capacity as well as the equipment used to support operations including storage, hardware, servers and networking components. The infrastructure in the cloud-hosted environment is properly secured through multiple physical, procedural and technical safeguards to segregate and protect City's data.

"Software" means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, (including corresponding source code, unless specifically excluded herein) and Documentation delivered by Consultant to Customer. Software includes the third-party software delivered by Consultant as specified in the Schedule, and

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modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when generally commercially available.

2. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.

3. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

4. **CLOUD-HOSTED SERVICE**.

    4(A). Right to Use the Cloud-Hosted Service, Software and Documentation. In consideration of all obligations of City hereunder, including, without limitation, the payment by City of any applicable fees, Consultant hereby grants to City, during the term of this Agreement, a non-exclusive, non-transferable (except as otherwise provided for herein), right and license to access and use the Software and Hosted Service, and to make a reasonable number of copies of and use the Documentation in connection with such use of the Cloud-Hosted Service.

    4(B). Use Restrictions. City shall not: (i) access and/or use the Software or Hosted Service in order to design, create or build a service or product that is competitive with the Software or Cloud-Hosted Service, or which uses ideas, features or functions that are similar to the Software or Cloud-Hosted Service; (ii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software or Cloud-Hosted Service, except as expressly permitted herein; (iii) modify or make derivative works based upon the Software or Cloud-Hosted Service or any part thereof, or directly or indirectly disassemble, decompile, or otherwise reverse engineer the Software or Cloud-Hosted Service or any portion thereof.

    4(C). Proprietary Rights. The Software and Cloud-Hosted Service, including all intellectual property rights therein and thereto, and any modification thereof, are and shall remain the exclusive property of Consultant and its licensors. City shall not take any action that jeopardizes the proprietary rights of Consultant or its licensors or acquire any right in the Software or Cloud-Hosted Service except the limited rights expressly granted in this Agreement.

    4(D). Internet and Telecommunication Connections. City shall be responsible for obtaining any and all Internet and/or telecommunication connections used by City to access the Cloud-Hosted Service. Consultant shall have no responsibility or liability

for any interruption or delay in accessing or using the Cloud-Hosted Service arising out of such Internet or telecommunications connections.

4(E). **Security of Cloud-Hosted Service**.

(i) Consultant shall provide the Cloud-Hosted Service on redundant servers on a dedicated server infrastructure in an electronically restricted facility, including protecting the infrastructure from the external environment via firewall systems, at two secure locations in separate counties.

(ii) Consultant shall take commercially reasonable precautions to ensure that the Cloud-Hosting Service is secure. Consultant protects sensitive data such as passwords by using a minimum of 256-bit SSL encryption. As the Consultant hosting environment evolves with new technologies, Consultant will use reasonable commercial efforts to maintain an equivalent or better level of security of City Content.

(iii) Consultant will notify City of any known breach of its security related to areas, locations, or computer systems that contain City Content in a timely manner following such breach and take any necessary remedial actions at its sole cost and expense.

4(F). **City Content**.

(i) City shall provide City Content for inclusion in the Software. City is responsible for the quality of the City Content provided. Consultant is responsible for the quality of the display or use of the City Content provided for inclusion in the City database.

(ii) Consultant acknowledges that all data created by City will remain the sole property of the City. Consultant agrees that it shall not at any time sell, assign, transfer, or otherwise make available to or allow use by Consultant, Consultant's agent, or a third party of City Content.

(iii) City shall exclusively own the City Content collected by Consultant in connection with the Hosted Service; provided, however, that City hereby grants to Consultant a non-exclusive limited right and license, without the right to grant or authorize sublicenses, during the term of this Agreement to use and reproduce City Content, solely for the purpose of facilitating the performance of Consultant's obligations under this Agreement.

(iv) Consultant acknowledges that City is entitled to copy, export, or otherwise duplicate any available City Content at any time

(v) Consultant shall, at City's request, make available City Content within five (5) business days. The database instance must be in a condition and format that allows easy transfer to a similar system.

(vi) In the event this Agreement expires or is terminated, Consultant shall provide City with all City Content within thirty (30) calendar days of such termination or expiration. City Content shall be in dedicated data files suitable for import into commercially available database software (e.g., Microsoft Access or Microsoft SQL). The dedicated data files will be comprised of City Content contained in Consultant's Hosted Service. The structure of the relational database will be specific to City Content and will not be representative of the proprietary Consultant's database.

5. **PAYMENT.**

5(A). Billing. In order to request payment, Consultant shall submit invoices

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to the City identifying the services performed in the billing period, milestones achieved, and the charges therefor (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant's billing rates (set forth on Exhibit "B," attached hereto and incorporated herein by reference). The City shall make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the satisfaction of the City.

5(B). "Not to Exceed" Compensation. The compensation payable to Consultant for the services identified in Exhibit "A" shall not exceed $[***INSERT***]_____. Consultant shall not perform any services beyond the services identified in Exhibit "A" without prior written authorization from the City's Authorized Representative. If the City's Authorized Representative provides authorization for additional services, the total compensation to the Consultant under this Agreement shall not exceed $[***INSERT***]_____.

5(C). Consultant's Failure to Perform. In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the City, re-perform the services (without additional compensation to the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to the City, Consultant shall reimburse the City for the damages incurred (which may be charged as an offset to Consultant's payment).

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6. **AUTHORIZED REPRESENTATIVES.**

5(A). Consultant's Authorized Representative. Consultant understands that, in entering into this Agreement, the City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of the Consultant (including the qualifications of its Authorized Representative, its personnel, and its sub-consultants, if any) identified in Exhibit "C," attached hereto and incorporated herein by reference. Therefore, Consultant shall not replace its Authorized Representative, or any of the personnel or sub-consultants identified in Exhibit "C," without the prior written consent of the City. All services under this Agreement shall be performed by, or under the direct supervision of, Consultant's Authorized Representative, as identified in Exhibit "C."

5(B). City's Authorized Representative. For the performance of services under this Agreement, the Consultant shall take direction from the City's Authorized Representative: [***INSERT***]_____, unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

7. **INFORMATION AND DOCUMENTATION.**

7(A). Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the City, and the City will provide to Consultant all relevant non-privileged information in City's possession.

7(B). Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, sub-consultant invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

8. **RELATIONSHIP BETWEEN THE PARTIES.** Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or sub-consultants, including any negligent acts or omissions. Consultant is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

9. **CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees,

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agents, and sub-consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

10. **NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.

11. **COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. **BUSINESS TAX.** The Consultant shall apply for and pay the business tax and registration tax for a business license, in accordance with Fremont Municipal Code Title 5, Chapter 5.05.

13. **INSURANCE.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement of the types and in the coverage amounts set forth in Exhibit D entitled "Insurance Requirements". This Agreement identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Consultant shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

14. **CONFIDENTIAL INFORMATION.**

   14(A) The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques,

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marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

Consultant acknowledges that the CITY is a governmental agency and may be required to release certain information under requests made according to provisions of the Public Records Act.

14(B) Recipient shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Recipient utilizes for Recipient's Confidential Information.

14(C) The terms of this Section 12 shall survive termination of this Agreement.

15. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-284-4050, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name

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and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

16. <u>INDEMNIFICATION.</u>

16(A) Consultant shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement.

16(B) Copyright and Patent Indemnification. Claims which trigger Consultant's responsibility under Section 14 shall include any claims that the software resulting from the provision of Services pursuant to the attached Exhibit A Scope of Services infringe any patent, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Consultant shall, in its reasonable judgment and at its option and expense: (i) obtain for the City the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Consultant shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by the City or if the alleged infringement is the result of a modification made by the City.

17. <u>LIMITED WARRANTY.</u>

17(A) Consultant warrants that it has title to the Software and/or the authority to grant licenses to use the Software.

17(B) Consultant warrants that the Software will perform substantially in accordance with the Documentation for a period of one year from the date of initial installation and that the Software media is free from material defects. Consultant does not warrant that the Software is error-free.

17(C) Consultant's sole obligation with respect to its limited warranty is limited to repair or replacement of the defective Software, provided Licensee notifies Consultant of the deficiency within the one-year period and provided Licensee has installed all Software updates provided pursuant to Consultant's Support Services.

Each Software application shall operate in accordance with the Documentation with respect to date calculations before, during, and after the Year 2000 in that it will correctly address and operate accurately: (1) the change of the century in a standard compliant manner, including both the Year 2000 and beyond; (2) the existence and absence of leap years; and (3) date related operations. Compliance means that the Software operates and correctly processes in a manner that: (i) calculations using dates execute utilizing a four digit year; (ii) the Software functionality, including but not limited to, entry, inquiry, maintenance and update (whether on-line, batch or otherwise) supports four digit year processing; (iii) successful transition to the Year 2000 using the correct system date occurs without human intervention;

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(iv) after the transition to the Year 2000, processing with a four digit year shall occur without human intervention; (v) all leap years shall be calculated correctly; and (vi) correct results shall be produced in forward and backward date calculation spanning century boundaries (there are no years stored as two digits).

17(D) Consultant warrants that to the best of its knowledge, information, and belief, the Software does not contain any known viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent Licensee's perpetual use of the Software.

17(E) CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. **TERM OF THE AGREEMENT.** The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon fifteen (15) days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit "B" or the maximum amount authorized under paragraph 3 of this Agreement.

19. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

20. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City   **To: Consultant**
   Attn: [***INSERT***]__   Attn:[***INSERT***]_

   _____   _____

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21. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

22. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

23. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

24. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

25. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

26. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

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

28. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

29. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter,

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REAL TIME DATA VISUALIZATION PLATFORM

whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

30. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF FREMONT   **CONSULTANT**[see selection below]
                                                       [***INSERT***]

By: [***INSERT***]   By: [***INSERT***]
Title: [***INSERT***]_____   Title: [***INSERT***]_____
Date: [***INSERT***]_____   Date: [***INSERT***]_____

APPROVED AS TO FORM:

By: _____
Title: City Attorney

****

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[PLEASE SELECT THE APPROPRIATE SIGNATURE BLOCK FROM THE FOLLOWING SAMPLES]

CORPORATIONS
XYZ Land Development Inc.,
a California corporation

By: _____

Its: _____
*[needs to be officer from the operations side:
 President, CEO, Vice President]*

By: _____

Its: _____
[needs to be officer from the finance side: Treasurer, CFO, Secretary]

One corporate signature is acceptable if the person is an officer if the signature is notarized (although we would like you to ask for a corporate resolution showing that person is authorized to sign). A single signature where the person is not a corporate officer – e.g. general manager, etc. – must be supported by a corporate resolution indicating that person has been delegated authority to sign contracts on behalf of the corporation

GENERAL PARTNERSHIPS
XYZ Land Development,
a California general partnership

By: _____

Its: General Partner

LIMITED PARTNERSHIPS
XYZ Land Development, LLP,
A California limited partnership

By: _____

Its: General Partner
[need limited partnership agreement or certificate filed with state showing the person or

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entity is the general partner]

In many cases the general partner will be a corporation so the signature block would look like this:

XYZ Land Development, LP,
A California limited partnership

By: ABC Developers, Inc.,
 a California corporation

Its: General Partner

     By: _____

     Its: President, CEO, VP

     By: _____

     Its: Secretary, Treasurer, CFO

LIMITED LIABILITY COMPANY
XYZ Land Development, LLC,
a California Limited Liability Company

By: _____

Its: Managing Member
[need to see the operating agreement or certificate filed with secretary of state showing the person or entity is the managing member]

If the Managing Member is not an individual but is a business entity, then you would indent the signature block for the appropriate persons to sign as in the example for the limited partnership above.

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EXHIBIT D

INSURANCE REQUIREMENTS
Professional

Consultant's performance of the services under this agreement shall not commence until Consultant shall have obtained all insurance required under this Exhibit and such insurance shall have been reviewed and approved by the Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for alleged injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Consultant, the Consultant's agents, representatives, employees and subcontractors. Required professional liability insurance shall be maintained at the level specified herein for the duration of this agreement and any extension thereof and for twelve additional months following the agreement termination or expiration.

INSURANCE COVERAGE AND LIMITS RESTRICTIONS

1. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Fremont before the City of Fremont's own insurance or self-insurance shall be called upon to protect it as a named insured.

   ### A. MINIMUM SCOPE OF INSURANCE
   Coverage shall be at least as broad as:
   1. Insurance Services Office Commercial General Liability coverage:
      a. Blanket contractual liability
      b. Broad form property coverage
      c. Personal injury
   2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
   3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
   4. Professional Liability insurance

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    5. Cyber Liability insurance:

      a. <u>Third Party Liability coverage:</u>

        i. <u>Privacy liability covering loss in the event of Consultant's failure to protect City's data.</u>

        ii. <u>Network security liability in the event of any failure of network security including unauthorized access or unauthorized use of the City's data.</u>

        iii. Internet media liability covering infringement of copyright or trademark, invasion of privacy, libel, slander, plagiarism or negligence.

      b. <u>First Party Liability coverage:</u>

        i. Cyber extortion monies and associated expenses arising out of a criminal threat to release City's data.

        ii. Digital asset loss for costs incurred to replace, restore or recollect data that has been corrupted or destroyed as a result of a network security failure.

        iii. Business interruption to cover loss of income and extra expense arising out of an interruption of network service due to an attack on Consultant's network.

        iv. Notification and crisis management covering expenses in the event of a data breach including a third party computer forensics team, notifying users whose personal information was breached, credit monitoring, and third party identity restoration services.

    6. Such other insurance coverages and limits as may be required by the City of Fremont.

B. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage and a $2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: Bodily Injury by Accident - $1,000,000 each accident.

        Bodily Injury by Disease - $1,000,000 policy limit.

        Bodily Injury by Disease - $1,000,000 each employee.

4. Professional Liability insurance: $2,000,000.

5. Cyber Liability insurance: $2,000,000.

6. Such other insurance coverages and limits as may be required by the City of Fremont.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and

approved by the City of Fremont. At the option of the City of Fremont, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Fremont, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

2. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City of Fremont.

3. The City of Fremont reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. ADDITIONAL INSURED REQUIREMENTS:

1. The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

   a. The City of Fremont, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Fremont, its officers, officials, employees, agents or volunteers.

   b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Fremont, its officers, officials, employees, agents or volunteers.

   c. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.

   d. Consultant shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the City of Fremont and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the City of Fremont and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk.
   Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Consultant shall replace such certificates for policies expiring prior to completion of work under this agreement.

E. ACCEPTABILITY OF INSURERS

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Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

F. COMPLETED OPERATIONS

Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event the Consultant fails to obtain or maintain completed operations coverage as required by this agreement, the City of Fremont at its sole discretion may purchase the coverage required and the cost will be paid by the Consultant.

G. CROSS-LIABILITY

The Liability policy shall include a cross-liability or severability of interest endorsement.

H. FAILURE TO MAINTAIN INSURANCE COVERAGE

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. The City of Fremont, at its sole option, may terminate this agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the City of Fremont may purchase such required insurance coverage, and without further notice to Consultant, the City of Fremont may deduct from sums due to Consultant any premium costs advanced by the City of Fremont for such insurance.

I. PRIMARY AND NON-CONTRIBUTORY

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Fremont, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Fremont, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The additional insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City of Fremont's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

J. SUBCONTRACTORS

Consultant shall require all sub-consultants to maintain the same levels of insurance and provide the same indemnity that the Consultant is required to provide under this Agreement. A sub-consultant is anyone who is under contract with the Consultant or any of its sub-consultants to perform work contemplated by this Agreement. The Consultant shall require all sub-consultants to provide evidence of valid insurance and the required endorsements prior to the commencement of any work.

K. SUBROGATION WAIVER

Consultant agrees to waive subrogation rights against City of Fremont

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regardless of the applicability of any insurance proceeds, and to require all Consultants, subcontractors or others involved in any way with the services to do likewise.

L. VERIFICATION OF COVERAGE

Consultant shall furnish the City of Fremont with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City of Fremont before the services commence.

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Question and Answers for Bid #RFP 21-008 - POLICE DEPARTMENT REAL TIME DATA VISUALIZATION PLATFORM

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Sep 1, 2020 3:00:00 PM PDT