



NOTICE INVITING BIDS

Notice is hereby given that sealed bids will be received by the City of San Fernando, California, for furnishing the following:

POLICE DEPARTMENT PURCHASE of a MOBILE AUTOMATED LICENCE PLATE READER (ALPR) TRAILER WITH RELATED EQUIPMENT AND ACCESSORIES

This Notice Inviting Bids subsequent Invitation to Bid is in strict accordance with the Specifications on file in the office of the San Fernando Finance Department, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and bid proposal documents may be obtained from the City's website at <http://www.ci.san-fernando.ca.us/overview/pr-rfp-rfq.shtml>.

One original and one copy of the proposal must be submitted to the POLICE DEPARTMENT care of the office of the San Fernando City Clerk in a properly labeled and sealed envelope at the OFFICE OF THE CITY CLERK located at SAN FERNANDO CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:00 PM** on **Thursday, January 12, 2023**. Late bids will not be accepted. Bids shall be submitted in a sealed envelope marked on the outside as follows: **"Sealed Bid for Police Department ALPR Mobile Trailer: Do Not Open with Regular Mail."**

Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by electronic mail notification received prior to the closing date. The award of any contract pursuant to this bid solicitation will be subject to City Council approval. The City Council, in its sole and absolute discretion, reserves the right to reject any or all bids as the best interests of the City may dictate.

By: _____
Julia Fritz, City Clerk

Published in *The San Fernando Sun* on December 29, 2022



Police Department Invitation and Instructions for Bidders with Bid Forms for the Purchase of Mobile Automated License Plate Reader (ALPR) Trailer

I. INTRODUCTION

The City of San Fernando (“City” or “Police Department”) is seeking bids from qualified firms (hereinafter “Bidder”) to furnish a new Mobile ALPR (Automated License Plate Reader) Trailer (the “Vehicle”). Sealed bids will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California, from **December 22, 2022 until January 12, 2023**.

Copies of specifications and bid documents may be obtained from the City’s website at <http://www.ci.san-fernando.ca.us/overview/pr-rfp-rfq.shtml>. One original and one copy of the bid documents must be submitted to the POLICE DEPARTMENT in a properly labeled and sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:00 PM on Thursday, January 12, 2023**. Late bids will not be accepted. Bids shall be submitted in a sealed envelope marked on the outside as follows: “Sealed Bid for Police Department ALPR Mobile Trailer Do Not Open with Regular Mail.”

Questions regarding the Vehicle are due by **5:00 PM on January 4, 2023** and must be submitted by email to Lieutenant Nichole Hanchett at nhanchett@sfcity.org with the following as its subject line: *Invitation for Bids for Police Department Mobile ALPR Trailer - Questions*. All firms registered for the bid will receive responses to all questions and any other addenda that may be released, electronically by **January 6, 2023 by 5:00 PM**.

II. BID SUBMISSION INSTRUCTIONS

The City’s designated staff will evaluate all bids received. Bids must be submitted as provided in the Introduction as set forth above.

During the review process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarification from those that submit bids, or allow clarifications, corrections of errors, or omissions. Any and all changes

in the bid will be made by written addendum, which shall be issued by the City to all prospective bidders who have been issued or obtained copies of the Notice Inviting Bids from the City's Clerk or the City website.

The City reserves the right to retain all bids submitted. Submission of a bid indicates the Bidder's acceptance of the conditions contained in this Invitation for Bids, unless clearly and specifically noted in the bids submitted and confirmed in the contract between the City and the Bidder selected.

The preparation of the bid will be at the total expense of the Bidder. There is no expressed or implied obligation for the City to reimburse responding Bidders for any expense incurred in the preparation of bids in response to this request. All bids submitted to the City shall become properties of the City and will not be returned. If any information in your bid is confidential and/or proprietary, please further submit a separate, redacted copy for servicing public records requests. Bidder is liable for all errors or omissions incurred in preparing the Bid. Bidders will not be allowed to alter bid documents after the due date for submission.

The City reserves the right to reject any or all bids, in whole or part, to waive any informalities or irregularities in the selected bid as may be permitted by law in any bid, and to accept the bid which, in its discretion, is in the best interest of the City. The City of San Fernando reserves the right to reject a Bidder who has been delinquent or unfaithful in any former agreement with the City, should it deem it necessary for the public good. The City reserves the right to take all bids under advisement for a period of thirty (30) days. No Bidder may withdraw their Bid for a period of thirty (30) days after the date from the opening thereof.

Bids must be prepared on the approved Bid Forms in conformance with these Bid Submission Instructions and submitted in a sealed envelope plainly marked on the outside.

Delivery and Delay: In the event the delivery of the Vehicle under this contract is delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the bidder, the terms of delivery may be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the City representative of the City of San Fernando.

Bidder shall provide electronic communication of delivery status to the City representative 30 days prior to the bidder's original delivery date and every seven (7) days thereafter to conclude on date of delivery.

In the event the awarded bidder fails to make complete delivery of the item(s) as specified, bid and awarded, within ten (10) calendar days of the specified contract delivery date, the City shall have the right to assess a monetary penalty equal to \$100/day. The City shall have the right to terminate the contract without being liable to the bidder and acquire said item(s) as the City deems appropriate. It is further

agreed that in the event such damages are sustained by the City, the City shall deduct the amount thereof from any monies due or that may become due the Vendor under the contract or take other action as the City deems appropriate.

Important Note: The foregoing notwithstanding, time is of the essence with respect to the delivery of all equipment solicited under this bid. It is materially important that delivery of all equipment be fully and successfully completed by or before 5:00 PM on March 15, 2023, as referenced below. Any bidder who submits a bid warrants and represents that it is able to meet the City's March 15, 2023 delivery requirements.

III. BID INQUIRIES

Questions with regards to this Bid should be submitted by email to Lieutenant Nichole Hanchett: nhanchett@sfcity.org by **January 4, 2022, by 5:00 PM**. All firms registered for the bid will receive responses to all questions and any other addenda that may be released, electronically **by January 6, 2023 by 5:00 PM**.

IV. BID SCHEDULE

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this bid process as follows:

Notice Inviting Bids Issued:	December 22, 2022
Deadline for Receiving Questions:	January 4, 2023 5:00 PM
Response to Questions Issued:	January 6, 2023 5:00 PM
Bids Due:	January 12, 2023 5:00 PM
Vendor Awarded:	February 6, 2023 10:00 AM

V. EQUIPMENT DESCRIPTION & SPECIFICATIONS; DELIVERY REQUIREMENTS

The Police Department of the City of San Fernando intends to procure a Mobile ALPR Trailer from a qualified dealer to meet or exceed the specifications outlined below and in the attached Bid Forms. Bids must include an exact delivery date, which is be evaluated as part of Bidder's formal bid offering.

Vehicle delivery date must be made on or before 5:00 PM on March 15, 2023. Bidder must be willing and able to accept wire transfer from City of purchase funds. Vendor must show payment has been cashed with proof of deposit on or before March 27, 2023.

The Bidder should identify any additional standards required, price them, and explain them in their response. Bidders are required to state the complete unit price, including sales tax. Prices quoted shall be F.O.B. City of San Fernando, CA.

The final determinant for "equal product" quotes shall solely be the City of San

Fernando. Submission of any quote or proposal shall be subject to this determination and will be a consideration in the presentation and bid award. Any bidder submitting a quote or proposal shall do so fully accepting this determinant procedure.

The Vehicle being sought under this Invitation to Bid includes but is not limited to the following:

Portable Mobile Surveillance Trailer

Telescoping mast of at least 20'
900 AH batteries
1140 solar watt panel
DOT approved lighting
Anti-theft measures including locking compartments and wheel lock
24V DC 35 Watt DC to DC switch
24VDC Dual Channel HI POE 70W

Dual Automated License Plate Reader (ALPR) Cameras

4k resolution
Infrared (IR)
LPR
Independent, contract free storage (no ongoing subscription fees)

Dual Video Cameras:

2MP resolution
At least 32 X IR PTZ
Look up tilt 360 degrees

Ruggedized Cellular Router Kit:

Connectivity across variety of mobile applications
16 port network switch

Network Video Recorder:

Ruggedized 8 GB Laptop server with configuration
Remote monitoring
Video software preloaded
2 TB video storage
Windows 10 operating system

Radar with Programmable Message Board

Internal K band radar
Radar and message capability

Fisheye camera

Infrared
Various detection abilities to prevent theft or tampering

Lighting with remote operation

Speaker with remote operation

Color: white

Hardware and software warranties, all required mounting brackets included

VI. EVALUATION OF BIDS

The City award shall be made to the lowest responsible and responsive Bidder. The lowest responsive bid shall be based on the total base bid price. In determining if a Bidder is responsible, Bids will be judged on the Bidder's ability to provide goods/equipment that meet the requirements set forth in this document. The City reserves the right to make such investigations as it deems necessary to determine the ability of the Bidder to provide goods meeting a satisfactory level of performance in accordance with the City's requirements. Interviews and presentations by one, several, or all of the Bidders may be requested by evaluators if deemed necessary to fully understand and compare the Bidder's capabilities and qualifications. The adequacy, depth, and clarity of the Bid will influence, to a considerable degree, its evaluation. The award of the Bid, if made, will be determined solely by the City of San Fernando.

Acceptance of a bid does not constitute a contract with the City. A contract shall be created only by issuance of a Purchase Order by City. Said Purchase Order shall contain the terms and conditions set forth in Exhibit A, as attached hereto. Agreement to the terms and conditions set forth in Exhibit A are material to the City's ability to award a contract in response to this solicitation. By submitting a bid, a bidder warrants and represents that it will comply fully with all of the terms and conditions set forth under Exhibit A without exception or modification.

Disputes or protests regarding the bidding process must be submitted in writing (via email or hard copy) to the Office of the City Clerk CityClerk@sfcity.org or at City Hall, 117 Macneil Street, San Fernando, California, by or before 5:00 PM on the fourth (4th) working day following the bid opening. Submissions must be submitted by a Bidder with a complete and detailed statement of the factual and legal basis for the protest, an explanation for the resulting prejudice that the protestor will suffer and supporting documentation for such prejudice. The City will review that protest and provide a written response to the protestor. The decision of the City shall be final. No public hearing will be held on the protest, except as required by law. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge. If the City determines that a protest is frivolous, the protesting Bidder may be determined to be nonresponsible and that Bidder may be determined to be ineligible for future contract awards.

VII. VENDOR REGISTRATION

The selected Bidder must be registered with System of Award Management (SAM), an official website of the U.S. Government. Register through www.SAM.gov to receive a Unique Entry ID, a 12-character alphanumeric ID assigned free of charge.

VIII. FUNDING SOURCE

This procurement is funded through the FY 2020 Urban Area Security Initiative (UASI) Grant Program and through Subaward Agreement Number 1985 of City Contracts between the City of Los Angeles and the City of San Fernando. City hereby provides notice to Bidders of its intended use of federal funding, in whole or in part, for the purchase of the Vehicle, as required by Department of Homeland Security (DHS) Standard Terms and Conditions and Cal OES Federal Grant Programs.

IX. FEDERAL REQUIREMENTS

The City, as Subrecipient party to the hereinabove described Subaward Agreement, is required to follow federal procurement procedures that shall be included as part of the terms and conditions of the City's Purchase and set forth in a written Purchase Order.

EXHIBIT A

TERMS & CONDITIONS OF PURCHASE ORDERS FOR GOODS AND SERVICES

1. **PURCHASE OF GOODS & SERVICES.** City agrees to purchase, and Vendor agrees to sell, the goods (“Goods”) and to provide the services related to the installation or delivery of such goods (“Services”) set forth in (i) the City’s Notice Inviting Bids or other written solicitation of bids (“City’s Bid Documents”) by the City (sometimes hereinafter referred to as “Purchasing Agent”) and (ii) Vendor’s Bid in response thereto (“Vendor’s Bid”). The City’s Bid Documents and the Vendor’s Bid shall be referred to collectively as the “Bid Documents.” The Goods shall comply with all of the standards and specifications set forth in the Bid Documents, and the Services shall be provided in a manner consistent with that level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions. In the event of any conflict, the order of precedent shall be as follows: (i) specifications set forth in this Purchase Order; (ii) City’s Bid Documents; and (iii) Vendor’s Bid. There shall be no substitution of Goods or Services, without the prior written authorization of the Purchasing Agent.
2. **CONTRACTUAL AGREEMENT.** City and Vendor shall execute a contract for the purchase and sale of the Goods and Services (“Purchase Order”) incorporating these Terms and Conditions.
3. **DELIVERY DATE.** The Goods must be shipped and must arrive at the destination specified on the Purchase Order as “Ship/Bill To” and Services must be provided by the Vendor by or before the request date specified therein (“Required Delivery Date”). Any failure by the Vendor to meet the Required Delivery Date will constitute a material default of this Purchase Order and the City may cancel any Goods not delivered in a timely manner. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Required Delivery Date for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet.
4. **PURCHASE PRICE.** The purchase price for the Goods and Services shall be the amount set forth in this Purchase Order. Vendor represents that the prices quoted to or paid by the City will not exceed current prices charged to any other customer by the Vendor on the Execution Date for items that are the same or substantially similar to the Goods, taking into consideration the quantity under consideration, and the Vendor will forthwith refund any amounts paid by the City in excess of the price.
5. **CANCELLATION.** The City reserves the right to cancel any portion of this Purchase Order at any time prior to the delivery of Goods and Services.
6. **FORCE MAJEURE.** Neither party to this Purchase Order will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party’s reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

7. DELAY. In the event the delivery of the Vehicle under this contract is delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the bidder, the terms of delivery may be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the Purchasing Agent of the City of Victorville. In the event the bidder fails to make complete delivery of the item(s) as specified, bid and awarded, within ten (10) calendar days of the specified contract delivery date, the City shall have the right to assess a monetary penalty equal to \$100/day. The City shall have the right to terminate the contract without being liable to the bidder and acquire said item(s) as the City deems appropriate. It is further agreed that in the event such damages are sustained by the City, the City shall deduct the amount thereof from any monies due or that may become due the Vendor under the contract or take other action as the City deems appropriate.
8. TERMINATION, DEFAULT AND REMEDIES. The City may immediately terminate this Purchase Order for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to Vendor specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by an appropriate City Representative. Vendor may only terminate this Purchase Order for cause. Either of the following constitutes cause to declare this Purchase Order in default: (1) Nonperformance of contractual requirements, or (2) A material breach of any term or condition of the Purchase Order. The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may: (a) Exercise any remedy provided by law or equity, or (b) Terminate the Purchase Order or any portion thereof, including any orders issued against the Purchase Order.
9. DELIVERY RISK OF LOSS. All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the Goods shall remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Services and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Services that do not conform to the terms and conditions of the Bid Documents. Any Goods and Services rejected may be returned to the Vendor at the Vendor's risk and expense.
10. INVOICES. An invoice must be emailed to the City at the address specified in the Purchase Order as "Ship/Bill To" on or before the day the shipment is made. Individual invoices must be issued for each shipment against each Purchase Order. Invoices must contain the Purchase Order number, description of Goods and Services, unit price, quantities billed, extended totals, and

applicable taxes.

11. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating or storage unless otherwise specified. Goods must be suitably packed to secure lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages and shipping orders. Packing lists specifying the quantity, description, and Purchase Order Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.
12. **TAXES.** The Vendor must separately state on all invoices any taxes imposed by the local, state or federal state government applicable to furnishing of Goods and Services; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise set forth in the Purchase Order, the purchase price will be considered to include state and city sales or use tax.
13. **WARRANTY.** The Vendor warrants that all Goods will conform to applicable specifications, drawings, description, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured pursuant to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods if installed by the Vendor shall conform to applicable specifications. The Vendor's warranties, together with its service guarantees, must run to the City and its customers or users of the Goods and Services and must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.
14. **CHANGES.** The City has the right, by written notice, to change the quantity or specifications of the Goods and Services ordered and the terms of shipment or packaging of Goods. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly, and the contract modified in writing accordingly. The Vendor must deliver to the City as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated will constitute its consent to perform the change without increase in price,

without claim for material rendered obsolete and without change in delivery schedules.

15. INDEMNITY. The Vendor assumes all responsibility for, and agrees to undertake, to protect, indemnify, defend and hold harmless the City, the City Council, each of its members, present and future, and its officers, employees, agents (collectively, the "City"), from any and all liabilities, losses, claims, suits, judgments and causes of action for damage to property and injuries to persons, including death, and from any cost and expense, including recall expenses and attorney's fees, arising out of or related to (i) Goods and Services provided pursuant to this Purchase Order, (ii) Vendor's negligence; (iv) allegations that the Goods are defective in manufacture or design; and (v) any patent related to the Goods.
16. INTERPRETATION. The terms of this Purchase Order should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Order or any other rule of construction that might otherwise apply.
17. GOVERNING LAW; JURISDICTION. This Purchase Order shall be construed in accordance with and governed by the laws of the State of California. The purchase of Goods shall take place in the City of San Fernando, California. For any dispute arising from this Purchase Order, the parties consent to jurisdiction and venue in the Los Angeles Superior Court.
18. NONTRANSFERABILITY. The Vendor may not transfer or assign this Purchase Order, without the prior written approval of the Purchasing Agent, which may be withheld in his/her sole discretion.
19. DISCOUNTS. The date used as the basis for discount calculation shall be computed from the date of receipt of invoice, Goods and Services, whichever is later.
20. COMPLIANCE WITH APPLICABLE LAW. Vendor agrees to comply with all applicable federal, state and local law in connection with the performance of this Purchase Order.
21. INTEGRATION; AMENDMENT. This Purchase Order represents the entire understanding of the City and the Vendor as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to the terms of this Purchase Order. The Purchase Order may not be modified except in writing through an amended Purchase Order.
22. SPECIAL FEDERAL REQUIREMENTS. City is purchasing the Vehicle with federal funds. Vendors are therefore subject to compliance with the following additional requirements under federal law.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided

under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must comply with all applicable Davis-Bacon Act provisions.
- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by a non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must

be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Purchase Order. Vendor certifies that during the term of an award for all contracts by Vendor resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all this Purchase Order with by City resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Purchase Order agreement Vendor will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing

or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- H. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- I. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Vendor certifies that during the term of this Purchase Order it will comply with applicable requirements of 2 C.F.R. § 200.216.
- J. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Vendor certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**EXHIBIT B
REQUIRED BID FORMS**

**A. BID SUMMARY & AUTHORIZATION FOR BID:
San Fernando Police Department - MOBILE ALPR TRAILER VEHICLE**

BID SUMMARY:

TOTAL BASE BID AMOUNT (including delivery): \$ _____

TOTAL BASE BID PRICE IN WRITTEN WORDS: \$ _____

BID AUTHORIZATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

By submission of this Bid, the undersigned certifies that:

- All of the terms, conditions and requirements of the agreement as stated in the specifications, subsequent pages, addenda and notices are understood and accepted;
- It has not employed or retained any company or person, other than a *bona fide* employee working solely for the Bidder, to solicit or secure this agreement and that it has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for Bidder, any fee, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For violation of this warranty, the City shall have the right to annul this agreement without liability;
- The prices contained in this bid are truthful, accurate and have been arrived at independently and without collusion, consultation, communication, or agreement intended to restrict the competition; and

**EXHIBIT B
REQUIRED BID FORMS**

- It has the full authority of the Bidder to execute the Bid and execute any resulting agreement awarded as the result of, or on the basis of, the bid.

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____ DATE: _____

B. REFERENCES

Provide the name, address, contact information and a brief description of goods/services provided from at least three (3) references. References must be for a project of similar specifications within the past five (5) years.

1.

Company/Organization Name

Contact Name & Title

Address

City State Zip

Telephone Email

Description *(Include dates goods/services provided)*: _____

**EXHIBIT B
REQUIRED BID FORMS**

2.

Company/Organization Name

Contact Name & Title

Address

City

State

Zip

Telephone

Email

Description (*Include dates goods/services provided*): _____

3.

Company/Organization Name

Contact Name & Title

Address

City

State

Zip

Telephone

Email

Description (*Include dates goods/services provided*): _____

**EXHIBIT B
REQUIRED BID FORMS**

ADDITIONAL REFERENCE:

4.

Company/Organization Name

Contact Name & Title

Address

City

State

Zip

Telephone

Email

Description (*Include dates goods/services provided*): _____

**EXHIBIT B
REQUIRED BID FORMS**

C. BID FEE SCHEDULE

The undersigned has carefully checked the above figures and understands that the City, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case of a discrepancy unit prices and totals, the unit prices shall prevail. All amounts and totals given in the Bid Schedule are subject to verification by the City.

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.		SFPD Mobile ALPR Trailer	\$	\$
2.		Shipping and Handling Charges	\$	\$
		Other: _____ _____ _____	\$	\$
Subtotal				\$
Sales Tax (10.25%)				\$
BASE BID TOTAL				\$

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____ DATE: _____

**EXHIBIT B
REQUIRED BID FORMS**

D. ADDITIONAL SPECIFICATIONS for SFPD Mobile ALPR Trailer and Accessories:

All Bids must meet this minimum requested specifications. Any deviation or change from requested specifications shall be clearly identified by Bidder in the spaces provided below.

CHECK THE APPROPRIATE BOX FOR ITEMS (INCLUDED OR NOT INCLUDED)

SPECIFICATION	INCLUDED	<u>NOT</u> INCLUDED
Portable Mobile Surveillance Trailer		
Telescoping mast of at least 20'		
900 AH batteries		
1140 solar watt panel		
DOT approved lighting		
Anti-theft measures including locking compartments and wheel lock		
24V DC 35 Watt DC to DC switch		
24VDC Dual Channel HI POE 70W		
Bidder's Response/Exceptions (if any):		
Dual Automated License Plate Reader (ALPR) Cameras		
4k resolution		
Infrared (IR)		
LPR		
Independent, contract free storage (no ongoing subscription fees)		
Bidder's Response/Exceptions (if any):		
Dual Video Cameras		
2MP resolution		
At least 32 X IR PTZ		
Look up tilt 360 degrees		

**EXHIBIT B
REQUIRED BID FORMS**

SPECIFICATION	<u>INCLUDED</u>	<u>NOT INCLUDED</u>
Bidder's Response/Exceptions (if any):		
Ruggedized Cellular Router Kit		
Connectivity across variety of mobile applications		
16 port network switch		
Bidder's Response/Exceptions (if any):		
Network Video Recorder		
Ruggedized 8 GB Laptop server with configuration		
Remote monitoring		
Video software preloaded		
2 TB video storage		
Windows 10 operating system		
Bidder's Response/Exceptions (if any):		
Radar with Programmable Message Board		
Internal K band radar		
Radar and message capability		
Bidder's Response/Exceptions (if any):		
Fisheye camera		
Infrared		
Various detection abilities to prevent theft or tampering		
Bidder's Response/Exceptions (if any):		
Lighting with remote operation		

**EXHIBIT B
REQUIRED BID FORMS**

<u>SPECIFICATION</u>	<u>INCLUDED</u>	<u>NOT INCLUDED</u>
Bidder's Response/Exceptions (if any):		
Speaker with remote operation		
Bidder's Response/Exceptions (if any):		
Color		
White		
Bidder's Response/Exceptions (if any):		
Hardware and software warranties, all required mounting brackets included		
Bidder's Response/Exceptions (if any):		