

**CITY OF MANTECA**

**REQUEST FOR PROPOSAL**

**FOR**

**AUTOMATED LICENSE PLATE READER (ALPR)**



**Issued: December 20, 2018**

**Due: February 28, 2019**

**CITY OF MANTECA  
REQUEST FOR PROPOSAL FOR AUTOMATED LICENSE PLATE READER**

**I. INTRODUCTION**

The City of Manteca, Police Department (City), is soliciting proposals from firms for Automated License Plate Readers. The purpose of this Request for Proposal (RFP) is to select a qualified company to provide the City with Automated License Plate Readers (ALPR).

**II. OBJECTIVE**

The City seeks a vendor to provide Automated License Plate Readers (ALPR). In particular we are looking for a fixed system that will allow us to mount ALPR cameras on certain traffic lights in the City. We are looking for a system that can be expanded upon. To keep costs low we are looking at a system that can be installed without cabling or trenching. The ALPR cameras will feed data into a system that can be easily accessed for investigative purposes.

**III. SCOPE**

The vendor will provide and install a product that attaches easily to existing poles or structures throughout the city. One camera per traffic lane shall be provided, along with associated software and any hardware needed to store the data. The cameras must be able to function with internet connection, through cellular service or other non-direct wiring. The video must be able to be stored on servers and retrievable for investigative purposes for up to one year.

**IV. DOCUMENTATION AND TRAINING**

The vendor will be required to provide documentation and training for the general system and customization of the setup. Training shall consist of classroom and field operations training.

**V. USER SUPPORT**

The vendor is required to conduct site visits with the City during initial implementation for functionality and recommendation for best setup to meet the City's needs. During implementation, the vendor will assist the City and its departments in completing all required configuration and setup. Support for the system should include a minimum of two years of technology upgrades as they become available. Vendor is required to respond within two business days to all submitted support requests.

**VI. MATERIALS FURNISHED BY CITY**

All materials furnished by the City are included or attached to this RFP.

**V. CONTRACT TYPE**

This project will be for product, installation and support. Any service or product provided by the Vendor, which are not specifically covered by the agreement, will not be reimbursed unless previously approved in writing by the City. It is the Vendor’s responsibility to recognize and notify the City when services not covered under the Contract have been requested or may become necessary.

**VI. MINORITY BUSINESS OPPORTUNITIES**

The City encourages participation from Disadvantaged Business Enterprise (DBE), Underutilized Disadvantaged Business Enterprise (UDBE), Women-owned Business Enterprise (WBE), and Disabled Veterans Business Enterprise (DVBE). However, there is no specified DBE/UDBE/DVBE/WBE contract goal for this project.

**VII. QUALIFICATIONS/PROPOSAL INSTRUCTIONS**

Proposals will be accepted until 3:00 p.m., Pacific Time, on Monday, February 28, 2019. Five hard-bound (5) copies of the Proposal, and 1 (one) electronic copy in PDF format on Compact Disk (CD) or Flash Drive are to be submitted to:

Captain Charlie Goeken/Lieutenant Stephen Schluer  
Services Division, Police Department  
1001 W. Center Street  
Manteca, CA 95337

All Proposals are to be submitted in a sealed package, clearly marked with “Proposal, Automated License Plate Reader.” The City reserves the right to accept or reject late proposals at their sole discretion.

The City does not recognize the U.S. Postal Service, or any other organization, as their agent for the purposes of accepting Proposals. All Proposals received after the deadline may be rejected and returned unopened. No extensions will be granted.

Proposers shall include the following information.

**A. COVER LETTER & MEMORANDA**

Provide the following information:

- Identification of all proposed sub-Vendors including description of the work to be performed by the prime firm and each sub-Vendor firm proposed for the project.
- Acknowledgement of any and all addenda.

**B. CONTRACT TERMINATION CIRCUMSTANCES**

Provide a response to the following question: Has your firm ever been terminated from a contract?

**C. TECHNICAL CONTENT**

The technical content of the Proposal shall include the following:

**1. Qualifications, Related Experience, and References**

This section of the Proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with the City (or similar cities); staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Specifically:

- a. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- b. Provide a general description of the firm's current financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede ability to complete the project.
- c. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and the participation in such work by the key personnel proposed for assignment to this project.
- d. A brief description of the project team, key staff and subVendors, and discussion of relevant experience as it relates to this project.
- e. Provide a minimum of three (3) references who can discuss the firm and project team's qualifications to deliver the project Work Plan tasks. The references shall be knowledgeable and able to discuss the qualifications of the firm and project team correlating with the work experience cited. Furnish the name, title, address and telephone number of the person(s) at the client organization who are most knowledgeable about the work performed.
- f. Provide a list of past joint work by the Vendor and each subVendor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.

**2. Statement of Understanding and Approach**

In this section, provide a description of the methodology the firm will use to complete the Work Plan tasks (identified below) in this RFP. Discuss and describe the firm's experience working on similar projects and provide a statement of the services that differentiate your firm from others. Additionally, as a part of the summary, identify the responsibilities of the City and the responsibilities of the firm.

3. Proposed Team, Staffing and Project Organization

This section of the Proposal should discuss and identify key personnel, qualifications, and assignments, specifically:

- a. Relevant education, experience and applicable professional credentials.
- b. Furnish brief resumes [not more than two (2) pages each] for the proposed Project Manager and other key personnel (resumes are included in the total page count).
- c. Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm.
- d. Include a Project organization chart that clearly delineates communication / reporting relationships among the Project staff, including subVendors.
- e. Include a statement that key personnel will be available to the extent proposed for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of City.

4. Work Plan

A final Scope of Services has not yet been determined and will be negotiated with the selected Vendor. Vendors shall provide a proposed Scope of Services and narrative to illustrate their understanding of the specific project needs, requirements, and potential risks. The Scope of Services shall provide details with specific task descriptions to demonstrate that the proposer has considered all aspects of the proposal and that the proposer will cover them thoroughly.

5. Appendices

Information considered being pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Vendors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

D. CONTRACT COMMENTS

Provide a written discussion of any proposed deviations to the included agreement. Please note that the City reserve the right to disqualify any Vendor that does not provide a complete written discussion of its contractual objections or to disqualify any Vendor based on objections that the City considers non-negotiable. The City does not anticipate making substantive changes to its Terms and Conditions.

**E. ENTIRE PROPOSAL PACKAGE**

The Vendor's statement of qualifications package is limited to 40 (8 ½" x 11") pages double-sided. Charts and schedules may be included in 11" x 17" format and will count towards the page count. Proposals shall not include any unnecessarily elaborate or lengthy promotional material.

Lengthy narratives are discouraged, and presentations should be brief and concise. Page limit does not include the outside cover, section dividers, cover letters, or appendices. Statements that do not contain the required information or submittals that do not contain the required number of copies may be rejected.

**F. CHANGES**

At any time during the procurement process, if a firm makes any changes to proposed key personnel or subVendors; they must notify the City in writing of those proposed changes. The City reserves the right to accept or reject such proposed changes or to revise the evaluation scoring to reflect the proposed staffing changes.

**VIII. ACCEPTANCE OF PROPOSALS**

City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals. City reserves the right to withdraw or cancel this RFP at any time without prior notice and City makes no representation that any contract will be awarded to any firm responding to this RFP. City reserves the right to reissue a new RFP for the same or similar services. City reserves the right to postpone proposal openings for its own convenience. Proposals received by City are public information and must be made available to any person upon request. Submitted proposals are not to be copyrighted.

**IX. VENDOR SELECTION**

The primary objective of the City is to select a qualified firm to perform necessary services for the City at a fair and reasonable fee. To that end, City has established the following criteria for the selection process:

Rejections:

All Proposals will be reviewed to determine conformance with the RFP requirements. Any Proposals that the City deems incomplete, conditional, or non-responsive to the requirements of the RFP may be rejected. As was stated above; the City reserves the right to reject any and all Proposals as well.

The selection process shall be fair, open, and competitive:

The selection of the Vendor firm preferred for this project will be based on clearly stated objectives. Selection of Vendors/firms preferred for this project shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services.

A demonstration from all qualified vendors may be required, at the discretion of the City.

Scoring Criteria:

1. Company’s Approach and Proposal 15 points

This category will consider the RFP strategy and approach, including functionalities of products, and the firm’s approach to implementation and product support. This category will consider the quality of the proposal submitted. Maximum points will be awarded for clear, concise, complete and compelling proposal, which demonstrate how the firm’s proposal contributes to the success of the City’s goal. Bidder will demonstrate that all the key personnel have been successfully involved in projects of similar scope and meet any other listed requirements.

2. Company’s Experiences and Qualification 15 points

This category will consider the qualification of the firm’s experience, product history and version, and user resources and support. Product with longer history and greater support and resources will be given the most points.

3. Product Quality 20 points

This category will consider the following items: Method of attachment of the unit; Security and durability features (e.g. waterproof and tamperproof); and video resolution.

4. Cost 25 points

Maximum points will be awarded to the lowest bid.

5. Data Storage, ease of access and investigation 15 points

This category will consider the process of storing the data, ability to access the data and ability to analyze the data for wanted vehicles, crime trends and analysis.

6. Ability to add on cameras and flexibility 10 points

This category will consider the ability to add ALPR cameras after the initial system has been installed.

TOTAL 100 points

Upon review of the Proposals, City may invite several firms to an interview at the Police Department at 1001 W. Center Street, Manteca, CA 95337. The City reserves the right not to conduct interviews and negotiate an Agreement for Automated License Plate Readers with the Vendor with the highest ranked proposal.

**X. NEGOTIATIONS AND ENGAGEMENT**

The opportunity to negotiate an agreement for an Automated License Plate Reader for this project may be awarded to the Vendor whose is deemed the most responsible and responsive to the RFP, demonstrates the greatest technical qualifications, experience and skill to complete this project in conformance with intent of the RFP, and is in the opinion of the City, the most advantageous and suitable to meet the specific needs for this project. The City reserves the right to reject any and all proposals and to negotiate with any responsible, responsive firm. City is under no obligation to issue contracts for the subject services.

The final agreement and Scope of Services will be negotiated. When the highest ranked Vendor is identified negotiations will begin with said Vendor. Vendors are encouraged to include in their proposal any comments relating to the terms and conditions of the included standard agreement. In addition, Vendors are reminded that any comments regarding the terms and conditions included in the standard agreement must be noted in the proposal. City reserves the right to disqualify any firm that does not provide written comments it has relative to terms and conditions. City does not anticipate making any substantive changes to its terms and conditions.

In the event that contract negotiations are unsuccessful with the Vendor submitting the highest-ranked proposal, the City reserves the right to reject the highest-ranked proposal and move to negotiate with the Vendor submitting the next highest-ranked proposal. This process may continue until a negotiated contract can be agreed to by both parties to the satisfaction of the City.

**XI. CONFLICT OF INTEREST**

The selected Vendor will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. Vendors responsible for a project’s design may participate in construction administration of the project. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of the City.

**XII. SCHEDULE FOR VENDOR SELECTION**

Issue Request for Proposals	December 21, 2018
Written Questions - Before 3:00 PM	February 14, 2019
Proposals Due - Before 3:00 PM	February 28, 2019
Vendor demonstrations	March 5-6, 2019 (If needed)
Select Vendor	March 30, 2019 (tentative)
City Council Award	April 4, 2019 (tentative)
Notice to Proceed	April 11, 2019 (tentative)

Dates are subject to change.

Any questions or comments related to this RFP shall be submitted, on or before the date & time shown above, in writing to:

Captain Charlie Goeken, Services Division Commander – Police Department

[cgoeken@ci.manteca.ca.us](mailto:cgoeken@ci.manteca.ca.us)

**Attachment 1**

**Sample Agreement**

**AGREEMENT FOR SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Vendor").

**RECITALS**

- A. Vendor is specially trained, experienced, and competent to perform the services required by this Agreement.
- B. Vendor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain Vendor to render the services set forth in this Agreement.

**AGREEMENT**

1. Scope of Services. Vendor shall perform the \_\_\_\_\_ services described in the attached Exhibit A that is incorporated by this reference, and pursuant to the Proposal submitted by Vendor dated \_\_\_\_\_, and attached hereto as Exhibit B. Vendor shall provide these services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that may be provided from time to time. Performance of the \_\_\_\_\_ services is sometimes referred to herein as "the Project."
2. Work Through City Staff. Vendor shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Vendor from the applicant. All requests shall be noted to City in an expeditious manner.
3. Time of Performance. Vendor's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Exhibit C. All work shall be completed no later than \_\_\_\_\_. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance

with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Method of Payment. Vendor shall submit monthly billings to City specifying and describing the work performed during the preceding month. Vendor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Vendor no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Vendor fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

5. Extra Work. At any time during the term of this Agreement, City may request that Vendor perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.
6. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Vendor shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.
7. Ownership of Documents; Confidentiality.
  - A. All plans, studies, documents, and other writings prepared by and for Vendor, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Vendor for such work. City shall have the sole right to use such materials in its discretion without further compensation to Vendor or to any other party. Vendor shall, at Vendor's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Vendor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.
  - B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Vendor in connection with the performance of this Agreement, shall be held confidential by Vendor. These materials shall not, without the City's prior written consent, be used by Vendor for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Vendor that is otherwise known to Vendor, or is generally known, or has become known to the related profession shall be deemed confidential. Vendor shall not use City's name or insignia, photographs relating to the

Project for which Vendor's services are rendered, or any publicity pertaining to the Vendor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

8. Vendor's Books and Records.

- A. Vendor shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Vendor under this Agreement.
- B. Vendor shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Vendor's address specified in Section 16 of this Agreement.
- D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Vendor's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Vendor, Vendor's representatives, or Vendor's successor-in-interest.

9. Independent Contractor. In the performance of the work and services required by this Agreement, Vendor shall act as and be an independent contractor and not an agent, or employee of the City. Vendor shall obtain no rights to retirement or other benefits that accrue to City's employees, and Vendor expressly waives any claim it may have to any such rights.

10. Interest of Vendor.

- A. Vendor represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Vendor's services hereunder. Vendor further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Vendor is not a designated employee within the meaning of the Political Reform Act because Vendor:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and
- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Vendor.

A. City is relying upon the professional training and ability of Vendor to perform the services hereunder as a material inducement to enter into this Agreement. Vendor shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Vendor shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Vendor's field of expertise.

B. The primary provider of the services required by this Agreement shall be \_\_\_\_\_. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

12. Compliance with Laws. Vendor shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

13. Licenses. Vendor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Vendor to practice its profession. Vendor represents and warrants to City that Vendor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Vendor to practice its profession.

14. Indemnification and Hold Harmless. Vendor agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Vendor's performance of this Agreement, or Vendor's failure to comply with any of its obligations contained in this Agreement.

15. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Exhibit 1. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Vendor, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Vendor shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Vendor shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

City of Manteca  
1001 W. Center Street  
Manteca, CA 95337  
Attention: Lisa Blackmon, City Clerk

If to Vendor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

- 17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Vendor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in their entirety by this Agreement.
- 18. Amendments. This Agreement may be amended only by a written document executed by both Vendor and City and approved as to form by the City Attorney.
- 19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Vendor. Assignments of any or all rights, duties, or obligations of the Vendor under this Agreement will be permitted only with the express written consent of the City. Vendor shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Vendor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.
- 20. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.
- 21. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 22. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.
- 23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be

entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.
26. Authority to Enter Agreement. Vendor warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.
27. Prohibited Interests.
  - A. Vendor warrants that it has not employed or retained any person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.
  - B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
28. Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Vendor shall comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or later enacted.

29. Precedence. In case of conflict between Vendor's Proposal dated \_\_\_\_ and this Agreement (which includes Exhibit A and Exhibit C) this Agreement and its exhibits shall take precedence over Vendor's proposal.

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TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA,  
a public body, corporate and politic

VENDOR:  
\_\_\_\_\_  
a \_\_\_\_\_ corporation

By: \_\_\_\_\_  
Name: Benjamin Cantu  
Title: Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lisa Blackmon, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Brinton, City Attorney

**Attachment 2**

Intersections for ALPR to be installed

Phase 1

West Lathrop Road @ North Union Road

West Lathrop Road @ North Airport Way

West Louise Avenue @ North Airport Way

South Main Street @ Highway 120, North side of Hwy 120

South Airport Way @ Highway 120, North side of Hwy 120

South Union Road @ Highway 120, South side of Hwy 120

Phase 2 and later

East Lathrop Road @ Highway 99

East Yosemite Avenue @ Highway 99

South Main Street @ Highway 120, South side of Hwy 120

South Airport Way @ Highway 120, South side of Hwy 120

South Union Road @ Highway 120, North side of Hwy 120

Main Street @ Yosemite Avenue

Main Street @ Louise Avenue

West Yosemite Avenue @ Airport Way

West Yosemite Avenue @ Milo Candini Drive

Moffat Boulevard @ Spreckels Avenue

Woodward Road @ South Main Street

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**EXHIBIT 1  
INSURANCE REQUIREMENTS**

***INSURANCE REQUIREMENTS***

Vendors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors.

**Minimum Limits of Insurance:** Coverage shall be at least as broad as:

***Commercial General Liability***

- Commercial General Liability Insurance with \$1,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured ***on 2001 or earlier issued endorsement forms:***  
*“City of Manteca, its officers, officials, employees, agents, and volunteers”.*

***Automobile Liability***

If the vehicles are brought onto City facilities, covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:  
*“City of Manteca, its officers, officials, employees, agents, and volunteers”.*

***Worker’s Compensation***

As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

***Professional Liability (Errors and Omissions)***

Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate

***Other Insurance Provisions:***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured’s as respect to: liability arising out of work or operations performed

by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Vendor's insurance.

2. For any claims related to this contract, the Vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Vendor's insurance and shall not contribute with it.
3. The applicant'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.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

***Verification of Coverage***

Vendor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City of Manteca reserve the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

***Waiver of Subrogation***

Vendor hereby grants to the City of Manteca a waiver of any right to subrogation which any insurer of said Vendor may acquire against the Entity by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

***Subcontractors***

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City of Manteca are an additional insured on insurance required from subcontractors.

***SPECIAL RISKS OR CIRCUMSTANCES***

The City of Manteca reserve the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

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