



The City of
OKLAHOMA CITY
POLICE DEPARTMENT
William Citty
Chief of Police

August 22, 2012

Ryan Kiesel, Executive Director
American Civil Liberties Union of Oklahoma
3000 Paseo Drive
Oklahoma City, OK 73103

Dear Mr. Kiesel:

I have received your letter dated July 30, 2012, regarding a request for information related to Automatic License Plate Readers (ALPRs). Currently, the Oklahoma City Police Department does not utilize ALPRs, however we have been approved to purchase several ALPRs using Department of Justice, Justice Assistance Grant (JAG) funds.

I have attached copies of a City Council memorandum and an RFP which was recently approved by the City Council regarding the purchase of ALPRs.

Policies, procedures, practices and agreements related to the training, use, storage, dissemination and sharing of ALPR data have not been finalized. Therefore, that information is not included in this response. I will provide that information to you once it has been finalized.

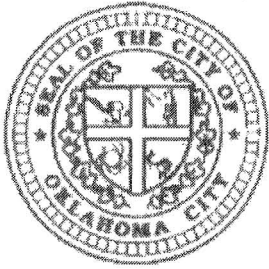
If you have any further questions or concerns please contact Deputy Chief Ken McDonald at 405 297-1100.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Citty".

William Citty
Chief of Police

Attachments



MEMORANDUM

Council Agenda
Item No. VI.AY.
8/14/2012

The City of OKLAHOMA CITY

TO: Mayor and City Council

FROM: James D. Couch, City Manager

Request for Proposals to be advertised, mobile automated license plate recognition systems (RFP13104).

Purpose To obtain an agreement for the purchase of mobile automated license plate recognition systems for the Police Department. The systems will be used for the purpose of identifying vehicles during the course of conducting police work.

Receipt Date September 11, 2012 – 4:00 p.m.

Source of Funds Grants Management - Department of Justice - Justice Assistance Grant – Administration – Police JAG (019-6160-4209009-G0000-G93122)

Review Finance Department

Recommendation: Request for Proposals be approved and the City Clerk be authorized to advertise for proposals.

(Published in the Journal Record August 15, 2012)

NOTICE TO PROPOSER

Notice is hereby given that The City of Oklahoma City will receive proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker, Oklahoma City, Oklahoma 73102** until 4:00 P.M. C.S.T., on the 11th day of September, 2012, for the following:

RFP13104 – Mobile Automated License Plate Recognition (ALPR) Systems

Proposals shall be made in accordance with the Request for Proposals a copy of which are on file in the Office of the Purchasing Agent, 100 N. Walker, Ste 100 and are made a part of this notice as though fully set forth herein. {{RFPS only: A copy of the City Guidelines and Procedures for Professional Consultant Selection may be obtained in the Office of the City Clerk at the above referenced address.}} A copy of the proposal packet is available without charge through the Internet at www.okc.gov or by e-mail from the listed buyer. Or, a copy of the proposal packet may be obtained for 25 cents per page at the Office of the Purchasing Agent of The City of Oklahoma City.

Proposals received after the above stated time and date shall be returned to the Proposer unopened. Proposals timely received in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. Provided however the City Clerk may keep one copy of each proposal for its records.

The City of Oklahoma City reserves the right to waive formalities, irregularities and defects in any or all proposals, except as otherwise required by law. The City of Oklahoma City reserves the right to: reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute or to not negotiate or execute a pricing agreement/contract with any proposer; and to solicit new or different proposals. The City of Oklahoma City reserves the right to negotiate and/or contract with one or more proposers for all or a portion of any proposal or proposed services.

(SEAL)


FRANCES KERSEY
CITY CLERK



Reviewed for form and legality.


ASSISTANT MUNICIPAL COUNSELOR



The City of
OKLAHOMA CITY

REQUEST FOR PROPOSALS

NOTICE is hereby given that The City of Oklahoma City will receive proposals at the **OFFICE of the CITY CLERK, 200 North Walker, Oklahoma City, Oklahoma 73102**, until 4:00 p.m. on September 11, 2012, for the following.

Proposal Number: RFP13104

Title: Mobile Automated License Plate Recognition (ALPR) Systems

You are invited to submit a proposal to supply the item or service proposed. Request for proposal (RFP) will be posted on the City's web site at: www.okc.gov/bids. The request for proposal may be downloaded from that site. Only sealed, hard copy RFPs will be accepted in reply. Faxed or emailed bids will not be considered.

Proposals filed with the City Clerk will be forwarded to the Requesting Department for the Selection Committee to open and review. Provided however the City Clerk may keep one copy of each proposal for its records. Proposals received after the above stated date and time, **will not be accepted, and will be returned to the proposer unopened.**

Prior to pricing agreement/contract award: Original signatures will be required on the following forms: Non-Discrimination Statement and Anticollusion Affidavit. Other important forms include the Vendor Registration/W-9 Form, Authorization Agreement for Electronic Funds Transfer, General Instructions and Requirements for Proposers, technical requirements for proposers, and other pricing pages or questionnaires (if applicable).

If you have questions, or need additional information, you may contact me at (405) 297-3954 or email daniel.keeth@okc.gov.

Dan Keeth, Buyer
Finance Department
Procurement Services Division

IMPORTANT: Please write the RFP number, proposal opening date, and title (as listed above) on the lower left corner on the outside of your proposal envelope. Put the information on a label or draw a box around it to make it easier to see.

REQUEST FOR PROPOSAL



MOBILE AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEMS

MOBILE AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEMS

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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

MOBILE AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEMS

INSTRUCTIONS TO PROPOSERS

INTENT: The Oklahoma City Police Department is seeking proposals for Mobile Automated License Plate Recognition (ALPR) Systems. The Department anticipates purchasing approximately eight (8) systems, depending upon price.

SCOPE OF AGREEMENT: The contractor shall furnish and supply the below listed services and associated item(s) in accordance with the terms, conditions and provisions set forth herein.

CONTRACTING ENTITY: The term "Contracting Entity" as used throughout these request for proposals shall mean The City of Oklahoma City. However, should a public trust, of which The City of Oklahoma City is beneficiary, choose to avail itself of goods or services from the resultant agreement(s), the contractor (s) will honor the terms and conditions, including price, of the agreement(s).

DELIVERY: Proposers shall specify in their proposal the expected delivery times for the requested services. Contractor will meet the stated deadlines.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. Final inspection and acceptance of any service and associated items shall be at destination by the person designated on the purchase order after demonstration by the contractor of successful completion of services and system performance.
2. The provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct any inspections which it deems to be appropriate.

F.O.B. DESTINATION:

1. The contractor shall deliver each service and associated item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points located within the City's corporate limits.
2. Inside delivery is required and at contractor's risk until installed.

COMMERCIAL PACKAGING: Preservation, packaging, packing and marking will be in accordance with contractor's best commercial practice, to provide adequate protection against shipping damage.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item is merely an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The contractor agrees to furnish all quantities ordered by The City of Oklahoma City and its related public trusts during the agreement period.
3. The Contracting Entity agrees to place orders with the contractor for all its requirements for those items shown in the price schedule, as necessary to perform the services required in the purchase order, except as follows:
 - a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
 - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
 - c. Quantities of items where federal funds are involved and other action is warranted for federal regulatory compliance purposes.
 - d. Quantities of items awarded under specific and separate pricing agreements/contracts.
 - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this pricing agreement/contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.

ORDER OF PRECEDENCE: In the event of an inconsistency between provisions of this RFP and the agreement, the inconsistency shall be resolved by giving precedence as set out in the agreement.

PAYMENT METHODS: The ordering Contracting Entity will utilize purchase order numbers or purchasing cards for ordering the materials they require as the need arises during the agreement period.

The City of Oklahoma City shall not be held liable for any and all damages sustained by contractors for services or items unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of services or items to any Oklahoma City

department without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase and the contractor will not be paid for such services or items.

PAYMENT/INVOICE:

1. Payments will be processed promptly after completion services of ordered and associated items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PO:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker, Suite 200, Oklahoma City, OK 73102 or invoices may be e-mailed to accountspayable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this agreement they may request a different invoice address.

FOR ORDERS PLACED BY P-CARD: Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated.

3. Invoices must contain the following information:
 - a. Vendor's name and address
 - b. Ship to address (department name)
 - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
 - d. Itemization of each item purchased to include:
 - (1) description/stock number
 - (2) unit price
 - (3) quantity
 - (4) unit of issue (each, box, dozen, pound, etc.)
 - (5) total price
 - e. Total amount of invoice
 - f. Date of delivery
4. Invoices should not reflect any outstanding back orders.
5. There is no obligation to purchase any services or items from this agreement, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.

WARRANTY:

1. The contractor warrants that at the time of delivery, all items furnished under this agreement will be new and free from defects in material or workmanship and will conform with the request for proposals and all other requirements of this agreement. In addition, each proposer will furnish with their proposal copies of their manufacturer's warranty applicable to the items to be furnished.
2. As to any item, which does not conform to this warranty, the contractor agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the contractor for correction or replacement at the contractor's expense; or
 - b. Require an equitable adjustment in the price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All manufacturers' warranties shall start on the date of installation, and will be for the full term of said warranty.
5. The Contracting Entity reserves all warranties available under applicable Oklahoma law. All warranties of whatever nature shall be subject to applicable Oklahoma law. The Contracting Entity does not and cannot waive any rights or warranties under Oklahoma law. Any language, term, or provision conflicting with or contrary to Oklahoma law shall be void and unenforceable without voiding or invalidating this agreement or any other provision of this agreement.

LIABILITY & PROPERTY DAMAGE INSURANCE: If onsite installation is necessary, the selected Proposer will be required to submit an insurance certificate meeting the requirements listed in this section prior to contract award. The Contractor assumes all risks incident to or in connection with its purpose to be conducted hereinunder and shall indemnify, defend and save The City of Oklahoma City harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor's operations and arising from acts or omissions of its employees and shall indemnify, defend, and save harmless The City of Oklahoma City from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees.

In this connection, the Contractor shall carry Worker's Compensation in accordance with State Laws and Employers Liability Insurance in the following amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability - In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

The insurance policies shall be issued by a company approved by The City of Oklahoma City. The City shall be furnished with a Certificate of Insurance, which shall provide that such insurance shall not be changed or canceled without ten days prior written notice to The City of Oklahoma City. Certificates of Insurance shall be delivered to The City of Oklahoma City prior to the commencement of the Agreement. The policy shall list The City of Oklahoma City as co-insured or additional insured.

RIGHT TO REJECT: The Contracting Entity reserves the right to reject any or all proposals.

CLARIFICATION: The City reserves the right to request clarification of information submitted and to request additional information from any or all of the proposers.

WITHDRAWAL OF PROPOSAL: Any proposal may be withdrawn until the date and time set above for the receipt of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the City the services set forth in the attached request for proposals, or until the proposals have been approved.

APPROVAL OF INFORMATION RELEASE: No reports, information, or data given to the contractor or prepared by the contractor under the agreement shall be made available to any individual, entity, or organization without prior written direction or approval of Purchasing Agent.

TERMINATION: This agreement may be terminated at the discretion of the Contracting Entity upon 30 days written notice to the contractor.

INDEPENDENT CONTRACTOR: Contractor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the Contracting Entity under this agreement.

GUARANTEE: All proposers shall guarantee that the materials and services they propose to furnish shall be in accordance with the manufacturer's specifications and shall perform the function for which they were designed and manufactured. The contractor shall provide all standard manufacturer's warranties and guarantees, and or exchange policies for defective items purchased under the contract.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: The Contractor covenants and agrees that he and his agents and employees will comply with all municipal, state and federal laws, rules and regulations applicable to the business to be conducted under this agreement, and that he shall obtain all necessary permits, pay all license fees and taxes to comply therewith.

**TECHNICAL SPECIFICATIONS
REQUEST FOR PROPOSALS
MOBILE AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEMS**

I. INTENT:

The Oklahoma City Police Department is seeking proposals for Mobile Automated License Plate Recognition (ALPR) Systems. The Department anticipates purchasing approximately eight (8) systems, depending upon price.

II. PROCESS:

A. PUBLISHED NOTICE

Journal Record, Wednesday, August 15th, 2012.

B. COPIES OF THE RFP:

Copies of the RFP and any Addenda will be available for download on-line at www.okc.gov/bids. It is the responsibility of proposers to check the City's website frequently throughout the RFP process for any possible Addenda that may be posted.

C. SUBMISSION OF WRITTEN QUESTIONS AND REQUESTS FOR AMENDMENTS:

Proposers should submit questions and any requested amendments regarding the RFP in writing to Dan Keeth to the address below by noon on **Wednesday, August 29th, 2012**. Questions received by the deadline, not already addressed in the RFP, may be answered in the form of an addendum and posted to the City's website www.okc.gov/bids.

Daniel Keeth, Buyer
100 N. Walker, 1st Floor
OKC, OK 73102
Phone: 405-297-3954
Fax: 405-297-2142
E-mail: daniel.keeth@okc.gov

D. ADDENDA:

The City may issue written addenda which modify the RFP if it deems necessary. No other statements or representations will be binding on the City except those in this RFP and any written addenda issued by the City.

III. BACKGROUND AND SCOPE OF SERVICES REQUESTED:

A. INTENT:

The Oklahoma City Police Department is seeking proposals for Mobile Automated License Plate Recognition (ALPR) Systems. The Department anticipates purchasing approximately eight (8) systems, depending upon price.

The specifications listed herein are not intended to be restrictive in any way. The intent is to provide potential responders a basic guideline for what type of hardware and software are acceptable. The Oklahoma City Police Department encourages vendors to provide alternatives for evaluation by the Department provided they meet or exceed the quality of those listed.

B. WARRANTY:

Complete warranty information must be supplied. All hardware and software supplied by the vendor must be covered under a one-year parts and labor warranty, at no additional cost to the customer.

C. EXTENDED WARRANTY/MAINTENANCE:

The vendor must furnish extended warranty/maintenance costs for both hardware and software for up to three (3) years from the date of system installation, if required by the customer.

D. SOFTWARE UPDATES:

The length of time software updates are provided after the date of purchase should be specified. Software updates must be supplied by the vendor for at least one-year at no additional cost to the customer.

E. TECHNICAL SUPPORT:

Vendor should clearly state how technical support is to be provided including the hours such services are available and the length of time technical support is provided after the date of purchase.

F. DATA OWNERSHIP:

The Oklahoma City Police Department shall be the sole owner of the data captured through the use of the Mobile Automated License Plate Recognition (ALPR) System. The data shall not be shared outside of the Oklahoma City Police Department without an express written agreement. In addition, the vendor must identify in their proposal where the data will be stored.

G. GENERAL REQUIREMENTS:

1. The vendor must provide variants of the Optical Character Recognition (OCR) Engine that are tailored/designed for a specific country, state or region of interest.
2. As part of the vendor's system maintenance agreement with the customer, Optical Character Recognition (OCR) updates and/or revisions must be reasonably provided to address changes in the state's license plates during the term of the maintenance agreement.
3. The system must have the capability to capture vehicle license plates at speeds up to 120 mph with license plate capture and read accuracy rates in excess of 90% for machine readable plates.
4. The system must provide effective license plate capture at night with no external lighting required.
5. After issuance of the purchase order, all hardware and software must be delivered to the customer site and installed in the customer's vehicles within eight (8) weeks.
6. The vendor must provide on-site system training for up to ten (10) system users and the System Administrator/s in coordination with the installation of the equipment.
7. The vendor must provide system installation in the customer's vehicles according to the customer's requirements.
8. All system documentation must be furnished in electronic format.
9. The manufacturer must have the ability to provide ALPR cameras for fixed site monitoring, as well as installation services and support for these cameras. These fixed site cameras must be compatible with the same back-office software application outlined in these proposal specifications for the mobile system, allowing for the data to be collected in a central location for all mobile and fixed cameras.

H. HARDWARE SPECIFICATIONS:

Cameras:

- The system must be primarily comprised of self-illuminating infrared (IR) cameras for effective license plate image capture in a variety of weather and lighting conditions.
- The IR Light Emitting Diodes (LEDs) must be "pulsed" to enhance license plate capture and extend the lifetime of the LED board.
- The cameras must have a dual lens configuration in a single camera housing featuring both an IR lens for license plate capture and a color overview image of the vehicle for verification purposes. This camera housing shall also contain onboard IR illumination, and shall be sealed to IP67 standards.
- The dual lens camera must be capable of capturing up to 60 frames per second.
- The cameras must be capable of producing multiple license plate images with varying flash, shutter and gain settings to ensure a high quality image regardless of weather or lighting conditions.
- The cameras must utilize a software camera controller to facilitate the selection of the optimum settings for the gain and shutter. Once configured by the system administrator or the vendor, all settings must be automated in each camera.

- The cameras must be no more than 2" tall (height) and permanently attached to the vehicle's emergency lightbar so not to obstruct or otherwise hinder visibility to the lightbar. Other mounting recommendations made by the vendor will be considered if it improves vehicle appearance and the functionality of the ALPR system.
- Each camera shall weigh no more than 4 pounds.
- All camera mounting bracket systems must be fabricated specifically for the vendor's cameras and must be furnished by the vendor.
- In addition to the camera mounting bracket systems that attach to the vehicle's emergency light bar, the vendor must also provide an optional camera mounting bracket system that can be installed on those police vehicles commonly referred to as "unmarked units" or those with no roof-mounted lightbar. (i.e. magnet or clip-on). These brackets must easily allow for rotation, tilt, and yaw adjustments.
- There must be no moving parts in the dual-lens camera.
- The cameras must have a fixed focal point or target distance from the camera to the vehicle license plates from 8 feet to 32 feet.
- All camera cabling and camera connectors must be manufactured or assembled by the vendor that provides the ALPR system and all of the required components.

Processor:

- The system must provide the customer with the ability to integrate to their existing MDC using client/server technology in order to minimize processor usage on their existing MDC
- The Automated License Plate Recognition (ALPR) Processor must have a "self trigger" mode to detect the presence of lawfully mounted vehicle license plates in the cameras' field of view (FOV) for image capture from the camera.
- The ALPR Processor must be designed to be trunk mounted and must incorporate an intelligent Power Supply Unit (PSU) that provides for a safe start and shut down each time the vehicle's ignition is turned on and off.
- The ALPR Processor must control the power supplied to the cameras and provide video collection points for simplified system wiring.
- The ALPR Processor must have an operating input range of 10.5-16.5V DC in order to be powered by a standard 12V vehicle power system.
- The ALPR Processor hard disk drive must be able to operate reliably in harsh mobile environments.
- The ALPR Processor shall have at least four digital camera connections and a dedicated GPS.
- The ALPR Processor must be designed to meet the environment conditions associated with a trunk-mounted unit.

Client (In Vehicle) Software Specifications:

- The application software must be capable of supporting an unlimited number of "hot list" databases for simultaneous matching.

- The System Administrator must have the capability to define the police department's database(s) and assign a color code and priority level to each database to be used when a "match" or a "hit" occurs, i.e., stolen vehicles, stolen license plates, sexual predators, armed felon suspects, warrants, etc.
 - The application software that resides in the police unit must provide for a Username and Password as assigned by the System Administrator.
 - The application software must be responsive in comparing a captured license plate against multiple and voluminous database(s) with less than a 2 second response to a query of a database(s) containing up to 10,000,000 records.
 - The system must have the feature that allows "hot list" database(s) to be created in the field by authorized users and the authorized users must have the capability to add license plate data to the system's database(s) while in the field. All license plate data added by the authorized user will remain part of the selected database until the database(s) is "overwritten" by the System Administrator or by a new or updated database(s).
1. The system must provide a feature to enable or disable "fuzzy-logic" plate matching in each police unit to enable the system to match common number character issues (0/o and 8/B) or unknown characters. This feature can be enabled or disabled at the user's discretion.
 2. The system must provide for the ability to read license plates from up to four dual lens cameras simultaneously.
 3. The system should provide live, simultaneous video display of all of the following data for the two (2) dual lens cameras as selected by the user:
 - a) The IR License Plate Image
 - b) The license plate interpretation or system read
 - c) A corresponding color overview image of the vehicle displaying the captured IR license plate
 - d) The date and time stamp
 - e) Identification of the Camera capturing the image
 - f) The GPS Coordinates for every license plate captured by the system
 4. When the system identifies a "match" or a "hit" of the license plate, the following additional data should be displayed in a timely manner on the system's Hit Screen:
 - a) The color coded database indicating the name or title of the database where the "match" occurred
 - b) All narrative text, if any, from the database where the "match" occurred
 5. The Hit Screen must remain displayed until acknowledged by the officer, *and* while displayed, the system must continue to process license plate data in the background and all captured data must be stored in the system during this interval.

6. If so configured within the Back Office by the Administrator, the officer may also be required to select a disposition button on the Hit Screen. These Dispositions are determined by the Administrator, and may be used in reporting the result of the hit (Arrest, Vehicle Parked, Vehicle Recovered, etc). In the event that a subsequent "match or hit" should occur while the original Hit Screen is displayed to the officer, the system must alert the officer that a second or subsequent "hit" occurred and the system is waiting for the officer's intervention.
7. The system must provide a touch screen feature to enlarge the vehicle's color overview image so that it can be examined by the police officer in order to gain additional information or the verification of information.
8. The system must provide touch screen navigation for the police application GUI.
9. The system should provide the System Administrator with the ability to customize audible alerts to differentiate between unique events within the software application.
10. The system must provide a visual alert for each defined event that displays in the foreground regardless of other applications in use at that time.
11. The system must provide the officer with the capability to mark a license plate read as a "misread."
12. The system must provide the officer with the capability to manually enter a license plate for the purpose of searching that license plate against the system's database(s).
13. The system must provide the officer with the capability to review all of the following:
 - a) "Hits"
 - b) License plate images and associated data
 - c) License plate searches performed by the officer indicating the date and time the search was conducted
 - d) Misreads
14. The system must provide the officer with the ability to query the client software application to determine if a particular license plate has been captured in the system. If the license plate data is in the system, the officer must have the ability to review each license plate capture and the associated system data displayed on the Review Screen to include:
 - a) The IR License Plate Monochrome Image
 - b) The corresponding color overview image of the vehicle
 - c) The date and time stamp and
 - d) The GPS coordinates

15. The system should provide the ability to add notes to the "hit" record for permanent storage and subsequent retrieval.
 - (a) The system must be capable of capturing license plates in any of the following modes;
 - (b) an adjacent lane on either side of the police vehicle while driving through traffic and/or parking lots;
 - (c) traffic in an adjacent lane while parked on the side or shoulder of a roadway;
 - (d) any parking application from parallel to perpendicular parked car orientation with respect to the movement of the police vehicle and
 - (e) an adjacent lane to capture the rear license plate of the vehicle as it passes the police unit or vice versa
16. The camera configuration must be capable of switching from one monitoring mode to another via the software application by "pressing" the corresponding on-screen function button.
17. The system must have the capability to capture a still image of importance at the officer's discretion using the color overview camera(s).
18. It is preferred that the system include Electronic Parking Enforcement functionality to include but be not limited to technology to automatically spot parking violators in time-limited zones or designated areas by license plate number and to alert personnel to potential violators based upon wheel imaging or GPS comparison between initial and subsequent passes.

Server Software (Back Office) Specifications:

- As part of the overall system and functionality, a back - office software application must be provided so the customer can manage all the data collected by the various ALPR deployment (client applications), manage the database functions and manage the user administration functions.
- The system should provide the ability to customize the client application screens and alarms based on system "hits."
- The system must provide the ability to assign priorities to the various databases utilized by each police agency.
- The system must provide the System Administrator with the ability to import national and local databases from a website, ftp location, or network address.
- The system shall allow for the option of automatically updating all hotlist databases from the originating website, FTP, or network location.
- The system shall allow for the scheduling of hot list updates from the source location.
- The system shall allow for the definition of custom hotlist import formats, to enable a standard csv or text file to be easily imported and made useable by the system without the need for vendor involvement.

- The system should allow for the option of configurable disposition buttons to be pushed out the client application. These Dispositions are determined by the Administrator, and when enabled, require the officer to enter a disposition prior to clearing the Hit screen (Arrest, Vehicle Parked, Vehicle Recovered, etc). This information is fed back into the server application for reporting purposes.
- The system must provide application security by assigning users to a Group, with a defined Role, which determines privileges within the system.
- The system must allow for an administrator to easily import users from their Active Directory, assign these users to a Group, and establish a password. Ideally, the system will integrate with Active Directory for single sign-on.
- The system must provide the System Administrator with the ability to define and configure custom roles with various access privileges based upon user responsibilities.
- The system should allow the administrator to view users currently logged into the system, and disconnect users as needed.
- The system should provide a quick click reporting system statistics (reads, hits, etc) for a given timeframe, mobile unit, or officer login ID.
- The system must provide the ability to perform a full or partial license plate query against the databases.
- The system must provide the ability to query for license plate data based upon time, date, location and the user.
- The system must provide the ability to query for a full or partial license plate based on a physical address and search radius.
- The system must provide the ability to utilize a mapping function to plot or identify the locations of a particular license plate or identify all plates captured in a particular area during a particular time.
- The system must provide the ability to utilize a mapping function to plot or identify the location of all "hits."
- The system must provide the ability to run a query, and select a subset of that query for Detail Reporting, or for plotting on a single map for cluster or pattern analysis.
- The system must allow for advanced mapping to include street, satellite, and birds eye views for investigations and planning of surveillance operations.
- The system must provide multiple methods for downloading and uploading information between the vehicle and the back - office application including USB thumb drive and wireless.
- The system must provide a server network environment to facilitate the sharing of data.
- The system shall be JDXML Compliant to facilitate pending ALPR Data Standardization efforts from NIJ and IACP.
- The system shall use Microsoft SQL as its database engine.

- The system shall allow for remote user setup, and networking capabilities, to facilitate querying and data sharing across agencies and jurisdictions.
- The client application for networked PC's must be a zero administration installation from a web page residing on the server.
- Data and images stored in the system must have the capability to be printed as determined by the System Administrator.
- An "Export to Excel" and "Print to pdf" function must be provided within the application for reads, hits, and reports.
- The system must provide a method for automatically purging data at the device level, based upon the System Administrator's specifications.
- The system shall feature a help menu within the application.
- The system shall allow for role-based access to individual reports.
- The system shall provide a standard email template to be used for email alert notifications, and shall allow customization of that email template.
- The system shall allow for the automated and controlled deployment of a hotlist to any selection of cameras or mobile systems.
- The system shall allow for the notification rules to be set for a specific hotlist, allowing the administrator to define which user groups with defined roles receive alert notifications from a given hotlist.
- The system shall allow for the live monitoring of reads and/or hits from any number of fixed cameras or mobile systems, such as may be used in a dispatch facility.
- The system shall allow retention limits to be set for data gathered based on the Administrator's data classification
- The system shall support the automated, scheduled export of data selected on specified criteria to an Administrator specified FTP server, fileshare, or other storage.

IV. PRICING SCHEDULE

ITEM AND DESCRIPTION

PROPOSED PRICE

- | | |
|--|------------|
| A. Basic System including delivery, setup, installation, warranty & training | _____ each |
| B. Extended Warranty/Maintenance Contract | _____ each |
| C. Annual Software License Fee | _____ each |
| D. Fees for Upgrades After Base Year | _____ each |

LIST ADDITIONAL ITEMS IF NEEDED

- | | |
|----------|------------|
| E. _____ | _____ each |
| F. _____ | _____ each |
| G. _____ | _____ Each |
| H. _____ | _____ Each |
| I. _____ | _____ Each |
| J. _____ | _____ Each |

V. SELECTION PROCESS:

A. PROPOSAL EVALUATION PROCESS:

Each proposal will be independently evaluated by a selection committee. The committee may make its selection based on the written proposals received, or may, at its discretion, conduct oral interviews with some or all of the proposers. The selection committee will report the results of its evaluations and make its recommendation to the City Council of the City of Oklahoma City. The City will approve the recommended proposer, a different proposer, or may decline to contract with any proposer.

B. SELECTION CRITERIA:

Proposers will be evaluated for selection based on their overall responsiveness and ability to meet all listed requirements of the RFP and the agreement. Emphasis will be placed on the following criteria (in no particular order):

1. Experience in providing a similar service
2. Responsiveness of the written proposal to the purpose and scope of services desired
3. Compliance with the information requested in this Request for Proposal
4. Fee structure and pricing.

C. ADDITIONAL REQUIREMENTS AND INFORMATION:

- 1. ADDENDA AND INTERPRETATIONS:** If it becomes necessary to revise any part of this RFP, a written addendum will be prepared and posted to www.okc.gov/bids. The City of Oklahoma City is not bound by any oral representation, clarifications or changes unless the same is provided to proposers in written addendum form from the Procurement Services Division.
- 2. ALTERING PROPOSALS:** Proposals cannot be altered or amended after the submission deadline; however, the selection committee may request clarification or additional information from any, some or all proposers. Any interlineations, alteration, or erasure made on a proposal prior to submission must be initialed by the signer of the proposal guaranteeing authenticity. Proposals must be submitted in ink or typewritten. Penciling will not be accepted.
- 3. RIGHT TO AUDIT:** Proposer fully understands and hereby agrees by the submission of this proposal that should the Proposer contract with the City to furnish the services and associated items called for hereunder, the Proposer shall, upon any reasonable request by the City, and during Proposer's normal business hours, grant City staff ingress onto Proposer's premises where Proposer's books and records are kept and further agrees that Proposer shall provide City staff personnel reasonable access to and such clerical assistance as the City's staff may require for examination and audit of Proposer's books and records as they relate to services and associated items furnished to the Contracting Entity during the term of the agreement resulting between proposer and Contracting Entity pursuant to this RFP.
- 4. PROPOSAL TIMELINE:**

Event	Date
RFP Available	August 15, 2012
Deadline for questions or suggested amendments before noon	August 29, 2012
Proposals Due before 4:00 p.m.	September 11, 2012
Interviews/Presentations, if necessary	September 17 th – 21 st
Recommendation to Council/Approval to Negotiate	October 2, 2012
Finalization of Contract Terms	October 3 rd – 5 th
Contract Approval	October 16, 2012
Note: Beyond the Proposal due date, all dates are tentative and subject to change.	

VI. PROPOSAL SUBMITTAL REQUIREMENTS

One (1) Original and Four (4) complete copies of Proposals should be submitted following the format below:

1. **Request for Proposal:** An unaltered copy of this Request for Proposal and any Addenda must be submitted along with other proposal documents.
2. **Completed Proposal Forms:** Completed Non-Discrimination Statement, Anti-Collusion Affidavit, Vendor Registration Form, and Citizen Protection Act Form.
3. **Letter of Introduction:** A cover letter introducing the company, describing the ownership, including the Proposer's complete address, phone number, fax number, e-mail address and signed by an authorized agent. A list of the team of employees to provide the services and their resumes or backgrounds and experience.
4. **Statement of Project:** Outline your approach to this project and specify any unusual problems which you anticipate. Include how requirements under Section III – Background and Scope of Services Requested will be met.
5. **Management Summary:** Detail your company's resources, personnel availability, and overall capability to provide the products and services. Include Section IV. Pricing Schedule and details of any additional information Proposers want the RFP Evaluation Committee to consider.
6. **References:** Proposer should include at least three references for providing similar services.

VIII. EXCEPTIONS/DEVIATIONS: Any exceptions to the terms and conditions, procedures, scope, type, and frequency of services and specifications, to those listed above, and any deviations shall be clearly spelled out on the proposal in writing, attached, and made a part of the proposer's proposal. Failure to do so shall be construed to mean that the proposer proposes to provide the services exactly as described, and in full compliance with all terms and conditions of the RFP.

NON-DISCRIMINATION STATEMENT

The contractor agrees, in connection with the performance of work under this pricing agreement/contract:

a. That the contractor will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contract Entity setting forth the provisions of this section, and;

b. That the contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this pricing agreement/contract.

c. In the event of the contractor's non-compliance with the above non-discrimination clause, this pricing agreement/contract may be canceled or terminated by the Contract Entity. The contractor may be declared by the Contract Entity ineligible for further pricing agreement[s]/contract[s] with the Contract Entity until satisfactory proof of intent to comply is made by the contractor.

→ → → THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ← ← ←

Sign Here **X**

Signature of Individual

Title

Printed Name of Individual

Company Name and Address [Please Print]

Zip Code

Telephone Number and Fax Number if any

ANTICOLLUSION AFFIDAVIT**THIS FORM MUST BE COMPLETED PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.**

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the proposer; that the proposer has not, directly or indirectly, entered into any agreement, express or implied, with any proposer or proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the proposers, the parceling or farming out to any proposer or proposers or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the proposal or proposals, or of the profits thereof, and that proposer has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with the proposer in the said proposal or proposals, until after the said sealed proposal or proposals are opened.

The undersigned individual further states that the proposer has not been a party to any collusion: among proposers in restraint of freedom of competition, by any agreement to propose at a fixed price or to refrain from proposing; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the proposers or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The proposer states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this proposal.

Witness the hands of the parties hereto:

The undersigned individual states that the Proposer will be bound by its proposal, the request for proposals, the terms and conditions of the pricing agreement/contract, and the requirements for proposers.

→ → → THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ← ← ←

Sign Here *

Signature of Individual

Title

Printed Name of Individual

Company Name and Address [Please Print]

Zip Code

Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

Signed and sworn to before me on this ____ day of _____, ____ by _____
[Day] [Month] [Year] [Print the name of the individual who signed above.]

State of * _____)

) SS.

County of * _____)

[*State and County where notarized must be written in for bid to be considered.]

My Commission Number: _____
[Oklahoma]

Notary Public Printed Name

My Commission Expires: _____
[Date/Year]

Notary Public Signature

[49 Okla. Stat. 1985 §119]



The City of
OKLAHOMA CITY

VENDOR REGISTRATION / W-9 FORM

***** SUBSTITUTE W-9 *****

FEDERAL TAXPAYER IDENTIFICATION NUMBER (FIN):
(AKA EMPLOYER IDENTIFICATION NUMBER -EIN)

OR

SOCIAL SECURITY NUMBER:
(IF INDIVIDUAL OR SOLE PROPRIETORSHIP)

The TIN provided must match the name given on the "Name" line below.

Print Here

NAME OF BUSINESS OR OWNER, IF SOLE PROPRIETOR/INDIVIDUALLY OWNED

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

SIGN HERE: _____ DATE: _____

*******VENDOR REGISTRATION FORM*******
INSTRUCTIONS: Please mark all that apply to you or your company.

- | | | |
|---|--|---|
| <input type="checkbox"/> Sole Proprietor/Individual Owned | <input type="checkbox"/> Medical Provider | <input type="checkbox"/> New Vendor |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> One-Time Vendor |
| <input type="checkbox"/> Limited Liability Company (LLC) | <input type="checkbox"/> Non-Profit (Per IRS 501C3 Regs) | <input type="checkbox"/> Address Change |
| <input type="checkbox"/> Lawyer/Attorney | <input type="checkbox"/> Government | <input type="checkbox"/> Federal Tax ID Number Change |

PURCHASE ORDER ADDRESS:

NAME (AS SHOWN ON YOUR INCOME TAX RETURN) _____

BUSINESS NAME, IF DIFFERENT FROM ABOVE: _____

STREET OR PO BOX _____

CITY, STATE, ZIP _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

PAYMENT REMITTANCE ADDRESS:

NAME (AS SHOWN ON YOUR INCOME TAX RETURN) _____

BUSINESS NAME, IF DIFFERENT FROM ABOVE: _____

STREET OR PO BOX _____

CITY, STATE, ZIP _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment 82 O.S. § 310.9 and 74 O.S. § 310.9.

Do you wish to receive payments by electronic funds transfer? _____
Attach an EFT/ACH form (available at www.okc.gov or e-mail vendorregistration@okc.gov to obtain a copy of the form)

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. **NOTE:** Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts §11-8-113.

Return to:

Procurement Services:
vendorregistration@okc.gov
(405) 297-2741 Fax (405) 297-2142
100 N. Walker, Suite #100
Oklahoma City, OK 73102

Signature of Person Authorized to Sign

Date Signed

Print Name

Title

February 2012



The City of
OKLAHOMA CITY

**AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS
PAYMENT**

To assure prompt processing of your request, please complete the following information:

Please Print

Social Security ID No:

Federal Identification No:

Vendor Name: _____

Vendor Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Contact Person: _____ Title: _____

I hereby authorize the City Of Oklahoma City and my financial institution to initiate deposit entries to my bank account. In the event of error, I authorize the institution to withdraw and return the same funds to the City Of Oklahoma City.

Financial Institution: _____

Financial Branch: _____ City & State: _____

Type of Account (Please Check One): CHECKING ☐ SAVINGS ☐ OTHER ☐

ABA Routing Transit Number: _____ Account Number: _____

➡ A voided check, or a letter from your banking institution guaranteed by an officer confirming the information, is needed to complete this request. ⬅

Signature: _____ Date: _____

Title: _____

Procurement Services Division
vendorregistration@okc.gov
100 North Walker, Suite #100
Oklahoma City, OK 73102
(405) 297-2741 – Fax (405) 297-2142

February 2012

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSALS ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSERS PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS/REQUIREMENTS OR REQUEST FOR PROPOSALS MUST BE SPECIFIED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THESE REQUIREMENTS AND INSTRUCTIONS.

1. **EXAMINATION BY PROPOSERS.** All proposers must examine the request for proposals, drawings, schedules, special instructions and these general requirements prior to submitting any proposal. Failure to examine is at the proposer's own risk.

2. **SUBMISSION OF FORMS.** All proposals must be completed in ink or typewritten, on the forms provided by the contracting entity prior to contract award. Any erasures or other changes must be initialed by the individual signing the proposal. The non-discrimination statement must be completed prior to pricing agreement/contract award. The anti-collusion affidavit must be executed by the proposer or an authorized representative and notarized prior to pricing agreement/contract award. The notarization must contain: [1] the notary's signature [2] jurisdiction where notarization took place (i.e., State of __, County of __), [3] date of notarization, [4] the notary's commission expiration date [5] the notary's commission number (Oklahoma) [6] the notarial seal and [7] comply with all other applicable laws.

3. **ORIGINAL PROPOSAL FILED WITH CITY CLERK/SECRETARY.** Hard Copy Proposals: An original of the bid/proposal must be filed with the City Clerk/Secretary in a sealed envelope which clearly identifies: [1] the proposal number, [2] description, [3] proposal opening date, and [4] the proposer's name and address. All proposals must be time stamped by the City Clerk's/Secretary's office before the hour specified on the opening data. Request for proposal (RFP) will be posted on the City's web site at: www.okc.gov/bids. The request for proposal may be downloaded from that site. Only sealed, hard copy RFPs will be accepted in reply.

4. **DESCRIPTIVE TERMS.** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not restrict proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the request for proposals. A proposed substituted item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications.

5. **EXCEPTIONS.** Any exceptions [variances] to these instructions or request for proposals must be submitted in writing with the proposer's proposal. Failure to indicate any exceptions [variances] will be regarded as full compliance with these requirements, request for proposals and instructions and will be construed to mean that the proposer proposes to furnish the exact commodity as described in the request for proposals/requirements.

6. **UNIT PRICES.** A unit price for each unit proposed must be shown and include packaging and/or packing, if any, unless otherwise specified. If the quantity is an estimate, the unit price only shall be listed. On items where a quantity is specified, a total shall be entered in the appropriate column of the proposal schedule. If an error is made in extension of the price, the unit price shall prevail. Items or estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the proposer to the destination specified in the special instructions of the request for proposals.

7. **EXEMPTIONS FROM CERTAIN TAXES.** The purchase of certain items of equipment and/or materials by the contracting entity is exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the proposal prices. Upon request, applicable federal excise exemption certificates will be furnished.

8. **PAYMENTS AND DISCOUNTS.**

[1] Payment for the materials, supplies, or equipment as specified in the pricing agreement/contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s) and/or notarized claim voucher, if applicable. Purchases may be made using a purchasing card however, processing fees may not be added.

[2] Discounts for prompt payment will not be considered in proposal evaluations, unless otherwise specified. However, offered discounts will be taken if payment is made within the discount period.

[3] Late charges cannot be assessed against the City or a Trust.

9. **DELIVERY.**

[1] All prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the special instructions) with all charges prepaid to the actual point of delivery.

[2] Proposals must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids/proposals to be rejected. A successful proposer is required to keep the purchasing agent advised at all times of the status of the order. All materials, supplies or equipment shall be delivered within thirty (30) days from the date of the award of the pricing agreement/contract, unless specified otherwise.

10. **AWARD OF PRICING AGREEMENTS/CONTRACTS.** The contracting entity reserves the rights to: award by item, groups of items or all items of the proposal; to reject any or all proposals in whole or in part; and, waive technical defects, irregularities and/or omissions.

11. **PROPOSAL BONDS.** If required by the request for proposals, a proposal bond [or a certified check or cashier's check] in the required amount must accompany the proposal. This bond may be retained by the contracting entity as liquidated damages should the successful proposer fail to comply with the terms of this bid/proposal. The City Clerk's/Secretary's office may return all bonds or deposits to unsuccessful proposers after the pricing agreement/contract has been awarded.

12. **PERFORMANCE BONDS.** If required by the request for proposals, the successful proposer must post the performance bond, a certified or cashier's check in the amount required prior to award of pricing agreement/contract. The proposal bond or deposit may be returned to the successful proposer upon the posting of the performance bond.

13. **PATENTS.** The proposer agrees to indemnify and save harmless the contracting entity, the purchasing agent and assistants from all suits and actions of every nature and description brought against the proposer and/or any assistants because or for the use of patented appliances, products or processes. The proposer shall pay all royalties and charges which are legal and equitable evidence of such payment or satisfaction shall be submitted upon request of the City/Trust, as a necessary requirement in connection with the final execution of any pricing agreement/contract in which patented appliances, products or processes are to be used.

14. **TERMINATION.**

[1] The performance of services and/or the delivery of items under any pricing agreement/contract may be terminated by the contracting entity, in whole or in part, whenever it is determined to be in the best interest of the contracting entity.

[2] Any such termination will be effected by delivery to the proposer of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.

[3] After receipt of a termination notice, the proposer shall stop performance of services and/or accept no further orders under the pricing agreement/contract.

15. **COMPLIANCE WITH APPLICABLE LAWS.** All proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. 2000d-et seq.

16. **SELF-INSURED.** The City or Trust is self-insured for its own negligence, subject to the Governmental Tort Claims Act, Title 51 sections 151 et seq.

17. **RIGHT TO AUDIT.** The contracting entity shall at all times have the right to examine books, papers and records of the successful proposer relative to all aspects of the pricing agreements/contracts awarded as a result of this request for proposal to confirm pricing agreement/contract compliance. Failure to provide the requested information may result in termination of the pricing agreement/contract. This right to audit only affects pricing agreement/contract compliance as a result of this request for proposal, and does not apply to vendor records beyond the scope of the pricing agreement/contract.

18. **PROPRIETARY INFORMATION/CONFIDENTIALITY.** Responses to the RFP submitted to the City become the property of the CITY upon receipt. At such time as a Proposer or Proposers are recommended to the CITY, all proposals become a matter of public record and shall be regarded as such. The CITY is subject to the Oklahoma Open Records Act, Title 51, Section 34A et seq. Although the Act recognizes that certain confidential information may be protected from disclosure, the CITY is not in a position to establish that the information a Proposer submits is worthy of being treated confidentially. If a request is made for information which a Proposer has marked "Confidential," "Trade Secret," or "Proprietary," the Proposer must identify and mark each page so requested and provide specific citations for the specific basis under the law and why exempt from disclosure under the Open Records Act, at the time of submittal of the proposal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the District Court. If the Proposer fails to identify proprietary, confidential as financial information or trade secret information protected by law, the Proposer agrees that by submission of the proposal those sections shall be deemed non-proprietary and available upon public request. Notwithstanding this provision, Proposers must not identify the entire proposal as proprietary/confidential or a trade secret. Pricing is not confidential and is a public record.

NOTICE of "OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007"

The State of Oklahoma enacted the "Oklahoma Taxpayer and Citizen Protection Act of 2007" which prohibits entities and persons entering into a contract with a public employer for the physical performance of services within this state unless said contractor/vendor has registered and participated in Status Verification System for the purpose of verifying the work eligibility status and information of all new employees hired on or after November 1, 2007. Although the prohibition becomes effective for contracts entered after July 1, 2008, this section is included in these specifications to provide notice to contractor/vendors and in an effort to encourage contractor/vendors to prepare for the effects of the "Oklahoma Taxpayer and Citizen Protection Act of 2007." Therefore, included with this specification is a copy of the Immigration Affidavit that contractor/vendors will be required to submit with any contracts with a public employer for physical performance of services within the State of Oklahoma beginning after July 1, 2008.

IMMIGRATION INDEMNIFICATION

The Contractor/vendor shall indemnify, defend, and hold harmless the City and its participating and affected public trusts against any and all losses, expenses, damages, costs, or attorney fees directly or indirectly resulting from the failure of the Contractor/vendor, or any of its agents, representatives, subcontractor/vendors, materialmen, or suppliers, to register or participate in the Status Verification System as set forth in the "Oklahoma Taxpayer and Citizen Protection Act of 2007," or the violation of said Act, or any suspension, termination, or invalidation of the Contract due to said failure or violation.

THE CITY OF OKLAHOMA CITY IMMIGRATION AFFIDAVIT

The undersigned as Contractor/vendor or Contractor's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the Contractor/vendor has registered and participates in the Status Verification System as set forth in "Oklahoma Taxpayer and Citizen Protection Act of 2007" to verify the work eligibility status of all new employees hired on or after November 1, 2007. *This Affidavit must be signed by the Contractor/vendor, notarized, dated and completed by the Notary Public, and submitted prior to contract award.*

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned, as Vendor/Contractor or Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Contractor/vendor and the signatory.

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Contractor

Signature of Vendor/Contractor or Authorized Agent

Type or print name and title of person who signed above

Signed and sworn to or affirmed before me on this _____ day of _____, 20____,

by _____ as the above named Contractor or Contractor's Authorized Agent.
(Insert name of person signing above)

My Commission expires _____

Notary Public

My Commission number _____

This Affidavit required prior to contract award by 25 Oklahoma Statutes (2007) §§ 1312 and 1313.