



## COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

### AGREEMENT SUMMARY:

<b>1. Cooperative/Piggyback Name:</b>	City of Fremont
<b>2. Contractor:</b>	Peregrine Technologies, Inc. Carahsoft Technology Corp.
<b>3. Cooperative Agency Agreement Name and Agreement Number:</b>	Peregrine Technologies, Inc. Carahsoft Technology Corp. 21-0113
<b>4. Cooperative Agency Initial Agreement Term:</b>	Start Date: March 16, 2021 End Date: March 16, 2024
<b>5. Cooperative Agency's Agreement-Options to extend:</b>	Option to extend two additional years for a five-year contract not-to-exceed. Year six and beyond shall not exceed a 5% annual increase.
<b>6. Cooperative Agency Amended Term:</b>	Amendment 1 Two-year extension set to expire March 16, 2026
<b>7. Cooperative Agency Remaining Options to Renew:</b>	Year six and beyond shall not exceed a 5% annual increase.
<b>8. City of Stockton Cooperative Purchase Agreement Term:</b>	Start Date: August 1, 2024 End Date: August 1, 2025
<b>9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:</b>	Not to Exceed \$700,500 for the term of the Agreement.

### AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Peregrine Technologies, Inc. ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through August 1, 2025 unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for *real time crime monitors* available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed *not to exceed \$700,500 for the term of the Agreement* for the purchase of *real time crime monitors* Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

**CITY OF STOCKTON**

\_\_\_\_\_  
Harry Black, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Katherine Roland CMC, CPMC  
Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Lori Asuncion, City Attorney

\_\_\_\_\_  
Print name

**PEREGRINE TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Title: \_\_\_\_\_

*[If Contractor is a corporation, signatures must comply with Corporations Code §313]*

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

**CARASOFT TECHNOLOGY CORP.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Title: \_\_\_\_\_

*[If Contractor is a corporation, signatures must comply with Corporations Code §313]*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Title: \_\_\_\_\_

**EXHIBIT A**

*(Insert the COOP's Solicitation, Solicitation Response, fully executed Agreement and exhibits and any associated documents)*

**Solicitation RFP 21-008**

**POLICE DEPARTMENT REAL TIME DATA VISUALIZATION  
PLATFORM**

**Bid Designation: Public**

**City of Fremont**

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

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

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

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

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

Bid Contact **Janice Becerra**  
**Buyer**  
**[jbecerra-scola@fremont.gov](mailto:jbecerra-scola@fremont.gov)**

**Description**

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



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

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

**Calendar of Events**

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

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

**Submit Proposals to:**

[Purchasing@fremont.gov](mailto:Purchasing@fremont.gov)

**CITY OF FREMONT – REQUEST FOR PROPOSALS  
REAL TIME DATA VISUALIZATION PLATFORM**

RFP#21-008

**REQUEST FOR PROPOSALS (“RFP”)  
FOR A REAL TIME DATA VISUALIZATION PLATFORM**

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

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

**B. INTRODUCTION****1. General Description of Project**

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

**2. Project Purpose**

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

**3. Background**

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



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REAL TIME DATA VISUALIZATION PLATFORM****RFP#21-008**

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

**4. City's Current Environment**

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

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

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

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

**5. Proposed Application and Computing Environment**

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

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REAL TIME DATA VISUALIZATION PLATFORM**

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

**C. CONTENTS OF PROPOSAL**

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

The Proposer shall attach five separate exhibits to a cover letter, including the following:

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

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

1. **Cover Letter**

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

2. **Scope of Services**

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

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

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- comprehensive data conversion (of vendor-recommended data), system acceptance testing, training, warranty, and documentation.
- b. The Proposer's scope of services shall include a description of the software products or modules, licensing options, any customization, operating system and database, or any third party software products included in the proposal that are necessary to achieve the City's stated Project Description and to meet the functional requirements. Proposer may include any software products, modules, third party software, or hardware in its proposal that are value-added or optional to be provided by Proposer to the City. Base proposal shall include a fully functioning and operational Real Time Data Visualization Platform.
  - c. Proposer shall provide a detailed description of the proposed approach and methodology for creating the interfaces/integrations.
  - d. The Proposer's scope of services should include information on the recommended delivery method for the proposed software solution (SaaS, PaaS, hosted, on-premise). The Proposer's scope of services shall also include: A description of the standard and ad-hoc reporting capabilities of the proposed system; Proposer's methodology and frequency for software upgrades and update releases; and Proposer's policy for source code (e.g., source code, database schema, data dictionary, and documentation for the software and any customized modifications are delivered to City upon software installation and upon each and every enhancement, -[ii] made available to City on demand, or [iii] placed in escrow for access by City).
  - e. The Proposer's scope of services must meet or exceed all applicable expectations toward compliance with Criminal Justice Information Systems (CJIS) Policy. This includes but is not limited to: storage of information in United States datacenters only, encryption of sensitive information at rest and in transit, fingerprint-based background investigations of personnel, meeting all security awareness training standards, and mandatory notification of cybersecurity events.
  - f. The Proposer's scope of services should describe the nature of any post-implementation and ongoing support for the Real Time Data Visualization Platform. The description shall include the levels of support available (e.g., gold, silver, bronze, etc.) and identify which level of support is being proposed for the City, telephone support including hours of operation and time zone, availability of 24/7 hotline, problem reporting and resolution procedures, escalation procedures, response time for various levels of severity, and other support that is available (e.g., additional on-site, remote, access to website portal, knowledge base, etc.).
  - g. Proposer shall specify all required components (software and/or hardware) to operate the proposed Software System in a highly available environment. The City reserves the right to purchase any components needed through a separate procurement process.

**3. Cost Proposal**

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

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

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- b. A total proposed “Not to Exceed” cost for the performance of all services and provision of all software products or modules including third party software products described in the Scope of Services, Proposal Exhibit “A”, needed to achieve the Project Description and to deliver a fully functional and operational Real Time Data Visualization Platform.
- c. A proposed payment schedule for all services to be performed and products to be delivered.
- d. Proposer shall use Appendix A-2, the Cost Proposal Template.
- e. The Cost Proposal, Proposal Exhibit “B”, should be placed in a separate sealed envelope and labeled accordingly. Please provide data ‘unlocked’ on the Cost Proposal Template (see RFP attachment 2).
- f. The City reserves the right to purchase any third-party software products through a separate procurement process.

**4. Statement of Qualifications**

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

- a. Identification of the size, stability, and capacity of Proposer’s organization, including, at a minimum, an identification of Proposer’s:
  - i. Total number of years in operation and number of years that Proposer has been providing public safety software systems and services similar to the scope of services described in this RFP.
  - ii. Total number of current employees.
  - iii. Number of office locations (including the location of each office and identification of the office from which service will be provided to the City).
  - iv. Number of employees in the office location which is intended to provide the services described in Proposal Exhibit “A”.
  - v. The financial condition of Proposer’s organization and whether there is any outstanding litigation or threat of litigation.
  - vi. Disclosure of any past, ongoing, or potential conflicts of interest which Proposer may have as a result of performing the work for this Project.
  - vii. Appendix A-1, Form 2, contains the Proposer Background Information page for the Proposer to include in its Proposal Exhibit “C”.
- b. Identification of Proposer’s experience for providing a software system and performing services for projects of a similar size, scope, and complexity as the procurement required by this RFP, including an identification of proposed software version in a comparable computing environment within the last five years for at least three government clients within California of which at least one client shall be a municipality of comparable size and complexity to the City. The list of recent projects shall include the name, contact person, address, e-mail address and phone number for clients who have fully completed (live) installations, as well as a description of the software solution (specific modules installed, e.g., Appendix A-1, Form 3, contains the format for the references for the Proposer to include in its Statement of Qualifications, Proposal Exhibit “C”).
- c. A list of the Proposer’s principals, employees, agents, and sub-consultants that the Proposer intends to assign to this Project. The proposed Project staff shall include the account manager, project manager, lead trainer, technical architect, and all other key staff assigned to the Project. This list shall include a summary of the qualifications (including education, training, licenses, and experience) of each individual; the approximate number of hours each will

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

**5. Proposed Technology Service Agreement**

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

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

**6. Functional Requirements**

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

**D. INSTRUCTIONS TO PROPOSERS**

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

2. **RFP Schedule**

The schedule for the RFP is as follows:

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

3. **Requests for Clarification of the RFP**

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

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

**4. Format and Quality of Proposals**

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

**5. Submittal of Proposals**

The Proposer shall submit an electronic PDF file(s) of the proposal at [purchasing@fremont.gov](mailto:purchasing@fremont.gov) **up to 2:00 p.m. on the 14th day of September, 2020. Subject Line to read: RFP 21-008 POLICE DEPT REAL TIME DATA VISUALIZATION PLATFORM**

**NOTE: Maximum submittal size may not be larger than 35 megabytes otherwise we cannot guarantee delivery.**

**6. Initial Review Process**

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

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

**7. Further Evaluation and Review**

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

**8. Award of Agreement**

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

a. The City reserves the right to reject any or all proposals and to waive any

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

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

**9. Proposals Are Public Records**

Each proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

- a. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
- b. If a proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall take the following actions: (i) clearly mark the relevant portions of its proposal “Confidential”; and (ii) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (iii) the Proposer shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the Proposal.

**10. Costs Associated with Preparation of Proposal are Proposer’s Responsibility**

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

**11. Compliance with Laws, Ordinances and Regulations**

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

**12. Conflict of Interest**

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

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

13. **Errors and Omissions**

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



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

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

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

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<b>APPENDIX A-1 FORM 2, Page 1 of 1</b>	<b>PROPOSER RESPONSE PAGES COMPANY BACKGROUND INFORMATION</b>
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**I. Company Background**

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

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

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**PROPOSER RESPONSE PAGES  
PROPOSER REFERENCES**

**I. References**

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

***Reference 1***

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

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**PROPOSER RESPONSE PAGES  
PROPOSER REFERENCES**

**I. References (continued)**

***Reference 2***

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

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**PROPOSER RESPONSE PAGES**  
**PROPOSER REFERENCES**

**I. References (continued)**

***Reference 3***

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

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<b>APPENDIX A-2</b>	<b>PROPOSER RESPONSE PAGES COST PROPOSAL</b>
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The Cost Proposal must itemize the costs to the City for Proposer to perform the scope of services and provide the Real Time Data Visualization Platform for the Project as described in Proposal Exhibit “A” and in Appendix A-3, System Functional Requirements. A narrative may be attached to clarify any pricing data submitted.

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

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



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## APPENDIX A-3

PROPOSER RESPONSE PAGES  
SYSTEM FUNCTIONAL & TECHNICAL  
REQUIREMENTS

- I. The City is seeking a comprehensive Real Time Data Visualization Platform. The capabilities and features of interest to Fremont Police Department, but not limited to, are included in the Functional and Technical Requirements list below:
- II. The response template identifies selected key features, functions, and capabilities that the City is seeking from the new Real Time Data Visualization Platform. Proposer shall indicate compliance with each requirement to enable the City to evaluate the proposed solution as follows:
- “2” – Proposed software release **fully supports the requirement** with standard implementation configuration; there is no customization, work-around, or third-party software required.
  - “1” – Proposed software release **supports the requirement with customization, work-around, or third-party software.**
  - “0” – Proposed software release **does not support the requirement.**

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

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Functional and Technical Requirements**

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Ref #	“A” Requirement	(R)quired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
General Features				
G1	A complete operational picture of real-time data points and video feeds	R		
G2	Calculations of internet bandwidth requirements to support real-time data feeds into proposed system	R		
G3	If hosted in the cloud, list proposed cloud provider and speed of cloud connection, physical locations, redundant paths, configuration and data backup workflow	R		
G4	Provide a visual map of the City of Fremont	R		
G5	Provide a map of public safety resources offering solutions with a variety of third-party applications to include but not limited to: <ul style="list-style-type: none"> <li>- Various Video Management Systems (VMS) to include Milestone, PIPS/Neology</li> <li>- Configurations with various network camera models</li> <li>- Automated Vehicle Locators (AVL) and GPS</li> <li>- Automated License Plate Reader (ALPR) data via Northern California Regional Intelligence Center (NCRIC)</li> <li>- Tiburon CAD/RMS</li> </ul>	R		
G6	Ability to combine multiple data/video feeds into a view to display on video wall	R		
G7	Recommendation of video wall vendor and associated equipment to be compatible with proposed system	D		
G8	Ability to “drag and drop” data/views from maps, camera views, search results, tables, documents, etc.	D		
G9	Integration of structured and unstructured data	R		
G10	Customizable dashboard to include multiple visualizations, filtering, linking, and editing	R		
G11	Provide auto-refresh of CAD calls for service	R		
G12	Provide visual alert to operator when a priority 1 call arrives in queue	D		
G13	Real-time alert capabilities based on keywords, criteria	R		
G14	Capable of alerts when records are modified/updated	D		

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REAL TIME DATA VISUALIZATION PLATFORM**

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

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

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

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

**(Signed copy must be submitted with Proposal)**

**Conflict of Interest**

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

**Collusion**

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

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

**NAME OF PROPOSER:**

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

**ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

**DATE SIGNED:**

\_\_\_\_\_

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**TECHNOLOGY SERVICE AGREEMENT  
REAL TIME DATA VISUALIZATION PLATFORM**

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

**RECITALS**

- A.** City requested a proposal from Consultant to perform the services generally including: [\*\*\*INSERT\*\*\*describe services]\_\_\_\_\_
- B.** In response to the City’s request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit “A,” in return for the compensation described in this Agreement and Exhibit “B.”

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

**1. Definitions**

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

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

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

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

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

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

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

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

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

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



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

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

- (i) Consultant shall provide the Cloud-Hosted Service on redundant servers on a dedicated server infrastructure in an electronically restricted facility, including protecting the infrastructure from the external environment via firewall systems, at two secure locations in separate counties.
- (ii) Consultant shall take commercially reasonable precautions to ensure that the Cloud-Hosting Service is secure. Consultant protects sensitive data such as passwords by using a minimum of 256-bit SSL encryption. As the Consultant hosting environment evolves with new technologies, Consultant will use reasonable commercial efforts to maintain an equivalent or better level of security of City Content.
- (iii) Consultant will notify City of any known breach of its security related to areas, locations, or computer systems that contain City Content in a timely manner following such breach and take any necessary remedial actions at its sole cost and expense.

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

- (i) City shall provide City Content for inclusion in the Software. City is responsible for the quality of the City Content provided. Consultant is responsible for the quality of the display or use of the City Content provided for inclusion in the City database.
- (ii) Consultant acknowledges that all data created by City will remain the sole property of the City. Consultant agrees that it shall not at any time sell, assign, transfer, or otherwise make available to or allow use by Consultant, Consultant's agent, or a third party of City Content.
- (iii) City shall exclusively own the City Content collected by Consultant in connection with the Hosted Service; provided, however, that City hereby grants to Consultant a non-exclusive limited right and license, without the right to grant or authorize sublicenses, during the term of this Agreement to use and reproduce City Content, solely for the purpose of facilitating the performance of Consultant's obligations under this Agreement.
- (iv) Consultant acknowledges that City is entitled to copy, export, or otherwise duplicate any available City Content at any time
- (v) Consultant shall, at City's request, make available City Content within five (5) business days. The database instance must be in a condition and format that allows easy transfer to a similar system.
- (vi) In the event this Agreement expires or is terminated, Consultant shall provide City with all City Content within thirty (30) calendar days of such termination or expiration. City Content shall be in dedicated data files suitable for import into commercially available database software (e.g., Microsoft Access or Microsoft SQL). The dedicated data files will be comprised of City Content contained in Consultant's Hosted Service. The structure of the relational database will be specific to City Content and will not be representative of the proprietary Consultant's database.

**5. PAYMENT.**

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

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

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

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

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**6. AUTHORIZED REPRESENTATIVES.**

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

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

**7. INFORMATION AND DOCUMENTATION.**

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

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

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

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

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

- 10. NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.
- 11. COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.
- 12. BUSINESS TAX.** The Consultant shall apply for and pay the business tax and registration tax for a business license, in accordance with Fremont Municipal Code Title 5, Chapter 5.05.
- 13. INSURANCE.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement of the types and in the coverage amounts set forth in Exhibit D entitled “Insurance Requirements”. This Agreement identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Consultant shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.
- 14. CONFIDENTIAL INFORMATION.**

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

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

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

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

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

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

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

**16. INDEMNIFICATION.**

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

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

**17. LIMITED WARRANTY.**

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

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

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

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

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

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

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

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

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

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

**TO: City**  
Attn: [\*\*\*INSERT\*\*\*]\_\_\_\_\_  
\_\_\_\_\_

**To: Consultant**  
Attn:[\*\*\*INSERT\*\*\*]\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 21. HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- 22. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties’ intent under this Agreement.
- 23. GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
- 24. ATTORNEY’S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney’s fees, costs, and expenses incurred.
- 25. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant’s duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 26. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 27. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 28. CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
- 29. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter,



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

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

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

**CITY OF FREMONT**

**CONSULTANT**[see selection below]  
[\*\*INSERT\*\*]

By: \_\_\_\_\_  
[\*\*INSERT\*\*]  
Title: [\*\*INSERT\*\*]\_\_\_\_\_  
Date: [\*\*INSERT\*\*]\_\_\_\_\_

By: \_\_\_\_\_  
[\*\*INSERT\*\*]  
Title: [\*\*INSERT\*\*]\_\_\_\_\_  
Date: [\*\*INSERT\*\*]\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Title: City Attorney

\*\*\*\*\*

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

**CORPORATIONS**

XYZ Land Development Inc.,  
a California corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

**GENERAL PARTNERSHIPS**

XYZ Land Development,  
a California general partnership

By: \_\_\_\_\_

Its: General Partner

**LIMITED PARTNERSHIPS**

XYZ Land Development, LLP,  
A California limited partnership

By: \_\_\_\_\_

Its: General Partner

*[need limited partnership agreement or certificate filed with state showing the person or*

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*entity is the general partner]*

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

XYZ Land Development, LP,  
A California limited partnership

By: ABC Developers, Inc.,  
a California corporation

Its: General Partner

By: \_\_\_\_\_

Its: President, CEO, VP

By: \_\_\_\_\_

Its: Secretary, Treasurer, CFO

**LIMITED LIABILITY COMPANY**

XYZ Land Development, LLC,  
a California Limited Liability Company

By: \_\_\_\_\_

Its: Managing Member

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

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

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**EXHIBIT D**

**INSURANCE REQUIREMENTS**  
**Professional**

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

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

**INSURANCE COVERAGE AND LIMITS RESTRICTIONS**

1. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Fremont before the City of Fremont's own insurance or self-insurance shall be called upon to protect it as a named insured.

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
  - a. Blanket contractual liability
  - b. Broad form property coverage
  - c. Personal injury
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Professional Liability insurance

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5. Cyber Liability insurance:
  - a. Third Party Liability coverage:
    - i. Privacy liability covering loss in the event of Consultant’s failure to protect City’s data.
    - ii. Network security liability in the event of any failure of network security including unauthorized access or unauthorized use of the City’s data.
    - iii. Internet media liability covering infringement of copyright or trademark, invasion of privacy, libel, slander, plagiarism or negligence.
  - b. First Party Liability coverage:
    - i. Cyber extortion monies and associated expenses arising out of a criminal threat to release City’s data.
    - ii. Digital asset loss for costs incurred to replace, restore or recollect data that has been corrupted or destroyed as a result of a network security failure.
    - iii. Business interruption to cover loss of income and extra expense arising out of an interruption of network service due to an attack on Consultant’s network.
    - iv. Notification and crisis management covering expenses in the event of a data breach including a third party computer forensics team, notifying users whose personal information was breached, credit monitoring, and third party identity restoration services.
6. Such other insurance coverages and limits as may be required by the City of Fremont.

**B. MINIMUM LIMITS OF INSURANCE**

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and a \$2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer’s Liability: Bodily Injury by Accident - \$1,000,000 each accident.
  - Bodily Injury by Disease - \$1,000,000 policy limit.
  - Bodily Injury by Disease - \$1,000,000 each employee.
4. Professional Liability insurance: \$2,000,000.
5. Cyber Liability insurance: \$2,000,000.
6. Such other insurance coverages and limits as may be required by the City of Fremont.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

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

2. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City of Fremont.
3. The City of Fremont reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**D. ADDITIONAL INSURED REQUIREMENTS:**

1. The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:
  - a. The City of Fremont, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Fremont, its officers, officials, employees, agents or volunteers.
  - b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Fremont, its officers, officials, employees, agents or volunteers.
  - c. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
  - d. Consultant shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the City of Fremont and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the City of Fremont and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk. Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Consultant shall replace such certificates for policies expiring prior to completion of work under this agreement.

**E. ACCEPTABILITY OF INSURERS**

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

**F. COMPLETED OPERATIONS**

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

**G. CROSS-LIABILITY**

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

**H. FAILURE TO MAINTAIN INSURANCE COVERAGE**

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

**I. PRIMARY AND NON-CONTRIBUTORY**

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

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

**J. SUBCONTRACTORS**

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

**K. SUBROGATION WAIVER**

Consultant agrees to waive subrogation rights against City of Fremont

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

**L. VERIFICATION OF COVERAGE**

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



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

### Overall Bid Questions

There are no questions associated with this bid.

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

## **TECHNOLOGY SERVICE AGREEMENT REAL TIME DATA VISUALIZATION PLATFORM**

This Technology Service Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter "City"), and PEREGRINE TECHNOLOGIES, INC, (hereinafter "Consultant"). City and Consultant may be collectively referred to herein as the "parties."

### **RECITALS**

- A.** City requested a proposal from Consultant to perform the services generally including: Deployment and support of a real time data visualization platform.
- B.** In response to the City's request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit "A," in return for the compensation described in this Agreement and Exhibit "B."
- C.** Definitions

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

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

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

**"Software"** means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, (including corresponding source code, unless specifically excluded herein) and Documentation delivered by Consultant to Customer. Software includes the third-party software delivered by Consultant as specified in the Schedule, and modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when

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generally commercially available.

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

1. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.
2. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance and shall complete all required services no later than the dates set forth in Exhibit “A” (subject to any delays caused by the City or force majeure of events). Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to and agreed to by the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

**3. CLOUD-HOSTED SERVICE.**

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

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

**3(C). Proprietary Rights.** The Software and Cloud-Hosted Service, including all intellectual property rights therein and thereto, and any modification thereof, are and shall remain the exclusive property of Consultant and its licensors. City shall not take any action that jeopardizes the proprietary rights of Consultant or its

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licensors or acquire any right in the Software or Cloud-Hosted Service except the limited rights expressly granted in this Agreement.

**3(D). Internet and Telecommunication Connections.** City shall be responsible for obtaining any and all Internet and/or telecommunication connections used by City to access the Cloud-Hosted Service. Consultant shall have no responsibility or liability for any interruption or delay in accessing or using the Cloud-Hosted Service arising out of such Internet or telecommunications connections.

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

- i. Consultant shall provide the Cloud-Hosted Service on redundant servers on a dedicated server infrastructure in an electronically restricted facility, including protecting the infrastructure from the external environment via firewall systems, at two secure locations in separate counties.
- ii. Consultant shall take commercially reasonable precautions to ensure that the Cloud-Hosting Service is secure. Consultant protects sensitive data such as passwords by using a minimum of 256-bit SSL encryption. As the Consultant hosting environment evolves with new technologies, Consultant will use reasonable commercial efforts to maintain an equivalent or better level of security of City Content.
- iii. Consultant will notify City of any known breach of its security related to areas, locations, or computer systems that results in or would be reasonably likely to result in unauthorized access to City Content in a timely manner following such breach and take any necessary remedial actions at its sole cost and expense.

**3(F). City Content.**

- i. City shall provide City Content for inclusion in the Software or the Cloud Hosted Service. City is responsible for the quality of the City Content provided. Consultant is responsible for the quality of the display or use of the City Content provided for inclusion in the City database.
- ii. Consultant acknowledges that all data created by City will remain the sole property of the City. Consultant agrees that it shall not at any time sell, assign, transfer, or otherwise make available to or allow use by Consultant, Consultant's agent, or a third party of City Content.
- iii. City shall exclusively own the City Content collected by Consultant in connection with the Hosted Service; provided, however, that City hereby grants to Consultant a non-exclusive limited right and license, without the right to grant or authorize sublicenses, during the term of this Agreement to use and reproduce City Content, solely for the purpose of facilitating the performance of Consultant's obligations under this Agreement, and the right to use data aggregated from the City Content (which data does not identify the city, or any individual or entity) during and after the term of the Agreement, and the right to use data aggregated from the City Content (which data does not identify the city, or any individual or entity) during and after the term of the Agreement, and the right to use data aggregated from the City Content (which data does not identify the city, or any individual or entity) during and after the term of

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- the Agreement.
- iv. Consultant acknowledges that City is entitled to copy, export, or otherwise duplicate any available City Content at any time
  - v. Consultant shall, at City's request, make available City Content within five (5) business days. The database instance must be in a condition and format that allows easy transfer to a similar system.
  - vi. In the event this Agreement expires or is terminated, Consultant shall provide City with all City Content within thirty (30) calendar days of such termination or expiration. City Content shall be in dedicated data files suitable for import into commercially available database software (e.g., Microsoft Access or Microsoft SQL). The dedicated data files will be comprised of City Content contained in Consultant's Hosted Service. The structure of the relational database will be specific to City Content and will not be representative of the proprietary Consultant's database.

**4. PAYMENT.**

**4(A). Billing.** In order to request payment, Consultant shall submit invoices to the City identifying the services performed in the billing period, milestones achieved, and the charges therefor (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant's billing rates (set forth on Exhibit "B," attached hereto and incorporated herein by reference) or as otherwise agreed by the parties. The City shall make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the reasonable satisfaction of the City.

**4(B). "Not to Exceed" Compensation.** The compensation payable to Consultant for the services identified in Exhibit "A" shall not exceed \$448,500.00. Consultant shall not perform any services beyond the services identified in Exhibit "A" without prior written authorization from the City's Authorized Representative. If the City's Authorized Representative provides authorization for additional services, the total compensation to the Consultant under this Agreement shall not exceed \$747,500.00.

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

**5. AUTHORIZED REPRESENTATIVES.**

**5(A). Consultant's Authorized Representative.** Consultant understands that, in entering into this Agreement, the City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of the

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Consultant (including the qualifications of its Authorized Representative, its personnel, and its subconsultants, if any) identified in Exhibit “C,” attached hereto and incorporated herein by reference. Therefore, Consultant shall not replace its Authorized Representative, or any of the personnel or subconsultants identified in Exhibit “C,” without the prior written consent of the City, unless such individual ceases to be employed by Consultant. All services under this Agreement shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative, as identified in Exhibit “C.”

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

### **6. INFORMATION AND DOCUMENTATION.**

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

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

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

**8. CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

**9. NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not

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said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.

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

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

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

### **13. SECURITY PROCEDURES.**

Service Provider shall follow the special requirements listed below for the access to and use of the Fremont Police Department Facility and systems, located at 2000 Stevenson Boulevard, Fremont CA 94538 (“FPDF”).

#### **1. Use of Property**

- a.** Vendor shall confine work operations at the FPDF to the areas of service coordinated with the City of Fremont authorized representative. Delivery may be accessed from the eastern vehicle gate (gate #3) of the FPDF.
- b.** Service Provider shall not use facilities or equipment in the FPDF (i.e. non-public restrooms, telephones, computers, kitchen facilities, etc.)

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**2. Smoking is prohibited inside the gates of the FPDF**

**Vendor's Employees**

- a.** Prior to accessing or beginning work at the FPDF, Service Provider will be required to submit a list of employees working at the FPDF.
- b.** All Service Provider employees entering the FPDF to conduct work pursuant to this Agreement are required to complete a background screening process administered by the Police personnel. The background process shall include submission to LiveScan fingerprinting for the purpose of conducting a criminal background check and a personal history statement. Results are generally received within 72 hours but may take longer if further investigation is required. Additional required information may include proof of identification and follow-up questioning.
- c.** The Fremont Police Department will review all background checks and retains the authority to approve or disapprove potential employees from entering the FPDF. Examples of exclusionary findings include felony convictions and various misdemeanor convictions which may present a security risk. The Fremont Police Department will also retain the right to suspend or revoke previously issued approvals throughout the term of this Agreement.
- d.** The City will incur the costs of the screening process, to include the LiveScan check for up to 10 employees of the Service Provider.
- e.** Service Provider's employees shall enter the FPDF through the eastern gate (gate #3) only and park their vehicles at the rear curb inside the Police Facility for delivery of goods.
- f.** No firearms, ammunition, opiates, non-prescription drugs, alcohol, controlled substances, or any other illicit contraband will be allowed on the FPDF. Any person determined to be under the influence of alcoholic beverages or any controlled substances or in possession of illicit contraband such as those listed above, shall be removed from the FPDF and future access revoked.
- g.** Personal search is not normally required. However, the Fremont Police Facility reserves the right to search Service Provider's employees that enter the FPDF.
- h.** Lunch boxes, toolboxes and any other containers brought into the FPDF may be inspected on a regular basis, as determined by the Fremont Police Personnel.

**14. CONFIDENTIAL INFORMATION.**

**14(A)** The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is



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

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

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

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

**15. REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at

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510-284-4050, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

**16. INDEMNIFICATION.**

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

**16(B) Copyright and Patent Indemnification.** Claims which trigger Consultant's responsibility under Section 15 shall include any claims that the software resulting from the provision of Services pursuant to the attached Exhibit A Scope of Services infringe any patent, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Consultant shall, in its reasonable judgment and at its option and expense: (i) obtain for the City the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Consultant shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by the City or if the alleged infringement is the result of a modification made by the City.

**17. LIMITED WARRANTY.**

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

**17(B)** Consultant warrants that the Software will perform substantially in accordance with the Documentation during the term of this Agreement and that the Software media is free from material defects. Consultant does not warrant that the Software is error-free.

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

Each Software application shall operate in accordance with the Documentation with respect to date calculations before, during, and after the Year 2000 in that it will correctly address and operate accurately: (1) the change of the century in a

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standard compliant manner, including both the Year 2000 and beyond; (2) the existence and absence of leap years; and (3) date related operations. Compliance means that the Software operates and correctly processes in a manner that: (i) calculations using dates execute utilizing a four digit year; (ii) the Software functionality, including but not limited to, entry, inquiry, maintenance and update (whether on-line, batch or otherwise) supports four digit year processing; (iii) successful transition to the Year 2000 using the correct system date occurs without human intervention; (iv) after the transition to the Year 2000, processing with a four digit year shall occur without human intervention; (v) all leap years shall be calculated correctly; and (vi) correct results shall be produced in forward and backward date calculation spanning century boundaries (there are no years stored as two digits).

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

**17(E)** CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY CONSEQUENTIAL or similar DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT.

**18. TERM OF THE AGREEMENT.** The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon fifteen (15) days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit "B" or the maximum amount authorized under paragraph 4 of this Agreement. For clarity, in the event of such termination by the City Consultant will not be required to refund any fees previously paid by the City.

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

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

**TO: City**

Attn: Johanna Canaday  
Fremont Police Department  
2000 Stevenson Blvd.  
Fremont, CA 94538  
jcanaday@fremont.gov

**To: Consultant**

Attn: Nicholas Noone  
Peregrine, Inc.  
130 Bush St. 8<sup>th</sup> Floor  
San Francisco, CA 94104  
nick@peregrine.io

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

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

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

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

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

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

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- 27. CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
- 28. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
- 28. COMPETITIVE PROCUREMENT SELECTION PROCESS.** The competitive procurement selection process by which City of Fremont contracts with Consultant may be acknowledged and used by other California government entities to replace their respective competitive procurement selection process for RFP purposes such that other government entities may contract with Consultant for the same or substantially similar product(s) or service(s) without undergoing a separate competitive procurement selection process. Accordingly, the terms, and conditions of this contract executed between City of Fremont and Consultant may be used by other government entities to contract with Consultant for the same or substantially similar product(s) and service(s) under either the same or a separate contract; provided for clarity that the pricing applicable to other government entities may differ depending on the nature of Consultant's engagement with such government entity.
- 29. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 30. COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original. The Parties agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by applicable law.

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

**CITY OF FREMONT**

DocuSigned by:  
*Karena Shackelford*  
6952F69E7672426...

By: Karena Shackelford

Title: Assistant City Manager

Date: 3/15/2021 | 12:57 PM PDT

APPROVED AS TO FORM:

DocuSigned by:  
*Bronwen Lacey*  
F900D31740534D6...

By: Bronwen Lacey

Title: Senior Deputy City Attorney

3/15/2021 | 12:10 PM PDT

**CONSULTANT**

Peregrine Technologies, Inc.

DocuSigned by:  
*Nicholas Noone*  
C23E48B6A32B476...

By: Nicholas Noone

Title: President & CEO

Date: 3/10/2021 | 2:10 PM PST

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**EXHIBIT A**

**SCOPE OF SERVICES**

This Scope of Services, Exhibit “A,” is hereby incorporated by reference into the Agreement, under Agreement Section 1.

Exhibit A is organized in five parts below:

1. Discussion of Overall Project Goals
2. Description of Software
3. Security
4. Implementation & Delivery Methodology
5. Support & SLAs

**1. DISCUSSION OF OVERALL PROJECT GOALS.** Peregrine is excited to partner with Fremont Police Department to deliver a real time data visualization platform to serve as a key component of the Real Time Information Center (RTIC). Our operating model is to work closely with our customers to implement the Peregrine platform, and we will work with Fremont Police Department to develop standard operating procedures to kick off Phase 1 and Phase 2 of the FPD project with ongoing partnership to deliver success over time.

The Peregrine platform is centered around integrating myriad data sources to provide a current and complete operational picture and maximize situational awareness. We understand the Intelligence-led Policing model and philosophy, and our objective is to help Fremont Police Department achieve their goals in reducing crime and making their city safer for the communities they serve.

**2. DESCRIPTION OF SOFTWARE.**

Peregrine is a web based CJIS compliant Platform-as-a-Service (PaaS) that provides a single point of access to view and analyze large-scale real-time data from various data sources. The software performs several critical functionalities, including data integration, search and information retrieval, advanced analytics, data management, reporting, collaboration, access control, and security.

Peregrine was developed to provide a common operations and intelligence picture to facilitate real-time operational decision-making, enhance investigatory capabilities, streamline criminal analysis, and generate intelligence products for Law Enforcement. The software creates an extremely efficient method for turning large amounts of raw data into useful decision-support and analysis products, quickly and with significant reduction in manual manpower processing needs. Peregrine will be made available to any and all law enforcement personnel within Fremont, through the Fremont Police

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Department.

Peregrine was designed for complete system interoperability and supports existing record management systems (RMS), computer aided dispatch systems (CAD), video management systems (VMS), body worn camera (BWC) systems, automated license plate reader (ALPR) data, real-time sensor data, case management systems, evidence management systems, arrest records, search warrant data, subpoenaed data, gang intelligence data, suspicious activity reports, and unstructured data such as document, imagery, and video repositories. Peregrine delivers:

- Technology to integrate and secure data of any type or scale
- Intuitive methods for people to search and access all data from one place
- Applications that empower entire agencies to answer complex questions
- A platform for teams to securely collaborate on operations, investigations, and projects

### Peregrine Platform

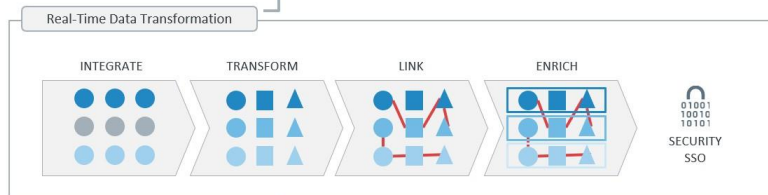
#### Understand

Explore, analyze, and operationalize data with powerful, natively interoperable apps



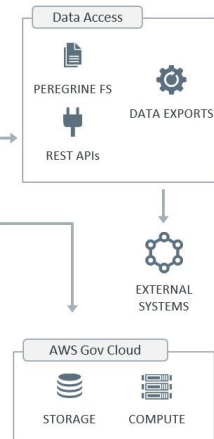
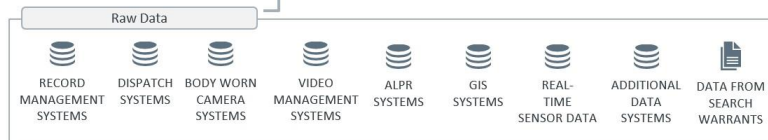
#### Unify & Enrich

Make data useful by transforming, categorizing, and delivering it for easy search and discovery



#### Collect

Unify real-time data from across the organization and store it in a central location





## **CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT REAL TIME DATA VISUALIZATION PLATFORM**

<b>Data Integration</b>	<b>Search</b>	<b>Advanced Analytics</b>	<b>Secure Collaboration</b>
<ul style="list-style-type: none"> <li>Integrate and secure data of any type or scale</li> <li>Automatically tag unstructured data</li> <li>Automatically detect and create links across data silos</li> <li>Resolve duplicate data while maintaining sourcing and lineage of every record</li> <li>Automate manual data transformation, including processing of raw data from search warrants</li> <li>Enrich data with client specific logic</li> </ul>	<ul style="list-style-type: none"> <li>Perform global search across all data from one place</li> <li>Search both structured and unstructured data, including media</li> <li>Query sensitive external systems without storing data</li> <li>Perform advanced geospatial search and filtering</li> <li>Search for links using integrated network analysis functions</li> <li>Search partner agency data with granular permission controls</li> </ul>	<ul style="list-style-type: none"> <li>Analyze data on maps, link charts, timelines, lists, and graphs within one system</li> <li>Automate report creation and distribution</li> <li>Set custom alerts on keywords, events, or records</li> <li>View and analyze live streams of media data</li> <li>Configure interactive dashboards with drill-downs to explore source data</li> </ul>	<ul style="list-style-type: none"> <li>Leverage presentation tools to share analysis or narrate a criminal story</li> <li>Securely share files, alerts, reports, search queries, maps, link charts, or intelligence products across teams and with partner agencies</li> <li>Implement rule-based permission control models according to regulatory and agency needs</li> </ul>

### **Access Control & Security**

- Full audit logging including when records were created or modified and the source from which they were derived
- Granular security and access restrictions associated with specific data types and data sources
- CJIS and FIPS 140-2 compliant cloud-based infrastructure

### **3. SECURITY.**

**3(A). CJIS Compliance.** Peregrine maintains policies and procedures for securely storing, handling, and transmitting data. By default, Peregrine encrypts all data both in transit and at rest in accordance with CJIS standards. The Peregrine system adheres to FIPS 140-2 cryptographic standards along with all the underlying cryptographic modules as mandated by the AWS government cloud platform.

Encryption key management uses FIPS 140-2 security modules with 256-bit strength and follows password policies outlined in the CJIS security policy.

## **CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT REAL TIME DATA VISUALIZATION PLATFORM**

The Peregrine system isolates boundaries using techniques such as security groups, policies, access controls, network firewalls, ACLs, intrusion systems, and IPSec within its virtual private cloud (VPC). Monitoring and controls are in place to ensure that any connections or data transmissions are through authorized mediums. Public and private networks are allocated to ensure that unauthorized access is restricted. The cloud infrastructure uses server-side encryption for both blob and block storage to provide an additional layer of protection.

**3(B). Compliance Operations.** Peregrine's infrastructure and operations are compliant with CJIS and follow industry best- practice attestations, alignments, and frameworks.

These standards include a robust logging framework, established at every level of the architecture. Peregrine coordinates comprehensive security reviews, as well as automatic alerting and triage frameworks for security events, application performance, and infrastructural integrity.

**3(C). Secure software review procedures.** A multi-tiered, rigorous software security approach provides an additional level of protection, including an internal and externally verified pre-release and post-release review framework.

Testing standards deployed by Peregrine meet industry frameworks such as Microsoft SLDC and are designed to remediate vulnerabilities and security risks.

Peregrine also employs state-of-the-art continuous deployment and patching capabilities, enabling security and support engineers to patch, remediate, and upgrade services with little to no downtime or systemwide effects.

**3(D). Access management.** Peregrine uses multiple mechanisms for maintaining access control including access control lists, resource restrictions, data encryption, and application level permissions. System access is restricted to authorized personnel using multifactor authentication.

Peregrine easily integrates with any existing single sign-on provider, providing users a familiar, secure sign-on experience, and administrators single-source control over access to multiple applications within your network. Peregrine is out-of-the-box compatible and easy to integrate with most identity providers, including ADFS, Okta, and PingFederate.

**4. IMPLEMENTATION & DELIVERY METHODOLOGY.** Peregrine is a web based CJIS compliant Platform-as-a-Service (PaaS) which is implemented with the customer

## **CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT REAL TIME DATA VISUALIZATION PLATFORM**

through our client-facing project team. A cloud-based solution achieves superior flexibility, reliability, delivery, and security while also drastically lowering the costs to the end- user.

Peregrine operates on modern web browsers. The following versions are supported: Google Chrome Version 69 and above, Mozilla Firefox Version 62 and above, or Microsoft Edge Version 17 and above. Major releases occur throughout the year and typically follow a monthly cadence. Minor releases, patches, bug fixes, performance improvements, and security updates are continuously released on a weekly basis.

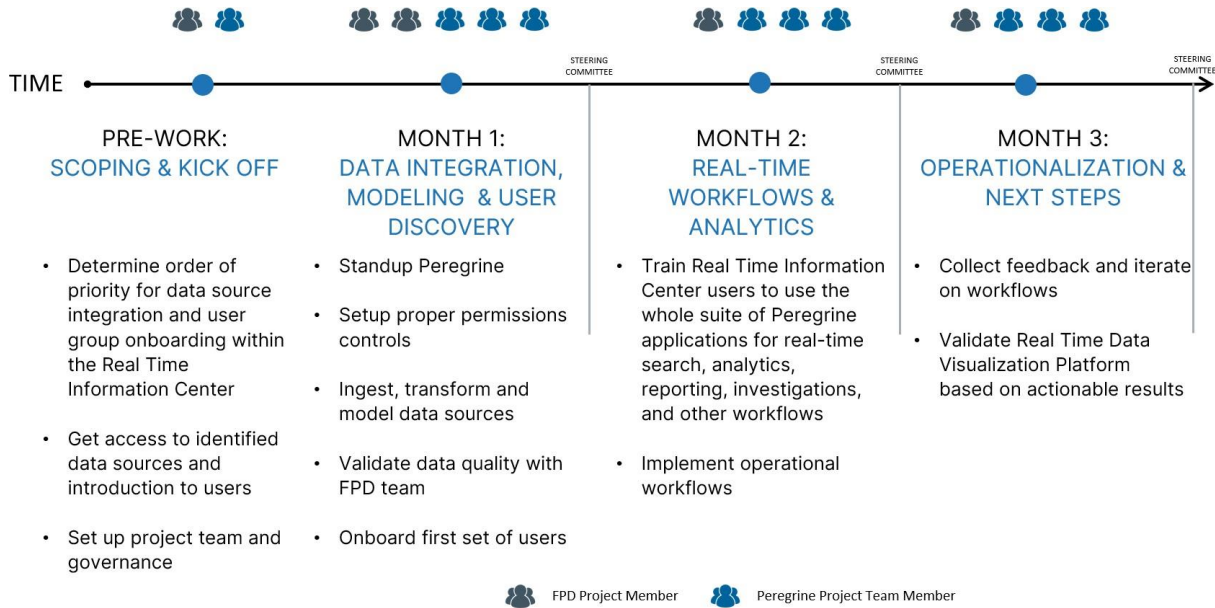
Each Peregrine implementation project consists of four steps to maximize success and impact for the customer. These steps and our engineering execution accelerate speed to value; they enable full implementation and use within 90 days.

### **4(A). Implementation Timeline & Logistics.**

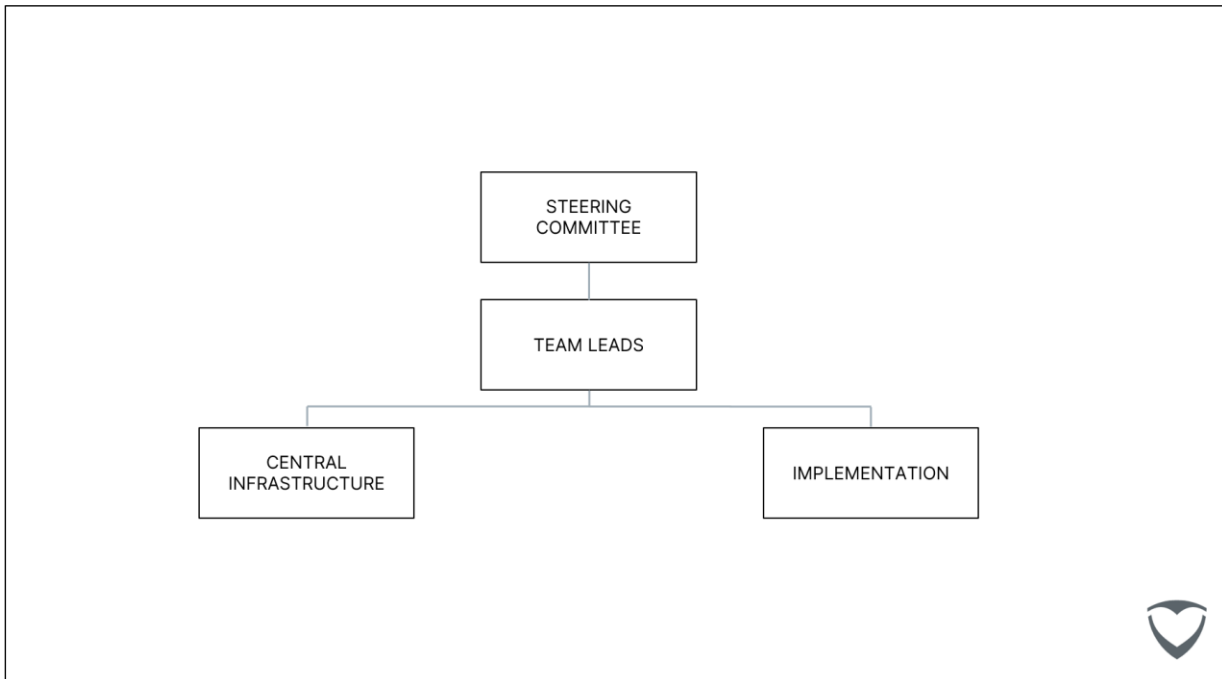
1. Pre-work – Scoping and Kick Off Work – *first two weeks*
  - a. Determine order of priority for data source integration and user group onboarding within the Real Time Information Center
  - b. Get access to identified data sources and introduction to users
  - c. Set up project team and governance
2. Month 1 – Data Integration, Data Modeling, and User Discovery
  - a. Standup Peregrine
  - b. Setup proper permissions controls
  - c. Ingest, transform, and model data sources
  - d. Validate data quality with FPD team
  - e. Onboard first set of users
  - f. 30-day steering committee meeting
3. Month 2 – Real-time Workflows and Analytics
  - a. Train Real Time Information Center users to use the whole suite of Peregrine applications for real-time search, analytics, reporting, investigations, and other workflows
  - b. Implement operational workflows
  - c. 60-day steering committee meeting
4. Month 3 – Operationalization and Next Steps
  - a. Continue collecting feedback and improve user workflows
  - b. Validate work based on actionable results
  - c. Identify next steps

# CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT REAL TIME DATA VISUALIZATION PLATFORM

d. 90-day steering committee meeting (to recur quarterly after end Phase 1)



**4(B). Project Management & Team Members.** Phase 1 delivery will be organized using the following project management structure:



1. **Steering Committee.** A joint Fremont Police Department / Peregrine Steering Committee comprised of executive leadership will: ensure and guide

## **CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT REAL TIME DATA VISUALIZATION PLATFORM**

delivery of the solution, unblock resources, if necessary, to ensure project success, and will act as a point of escalation for the Team Lead.

2. **Peregrine Team Lead.** The Peregrine Team Lead will provide day-to-day project management of the overall Fremont Police Department/Peregrine effort. The Team Lead will: manage the Peregrine Implementation and Infrastructure teams, communicate and manage relationship with the Steering Committee, and ensure development and delivery of a value-adding real time data visualization platform.
3. **Peregrine Implementation Team.** The Peregrine Implementation team will be comprised of deployment strategists and forward deployed engineers. The implementation team will be responsible for data integration, workflow deployment, and user adoption. Each team member will have data engineering skills and experience, along with deep workflow design and user adoption knowledge.

The implementation team will initially be onsite for a period of two weeks to meet with Fremont Police Department and conduct the scoping and kick off, along with the initial data integration and modeling. After the initial two weeks, the team will use a blend of onsite and remote meetings to complete the implementation and ongoing support of Fremont Police Department.

A full description of implementation components is described in the table below:

<b>IMPLEMENTATION DESCRIPTION</b>
<b>Enterprise Data Integrations</b>
Tiburon records management system (RMS)
Tiburon computer aided dispatch (CAD) system
Milestone video management system (VMS)
WatchGuard cameras (body worn and vehicle)
Configuration with various network camera models
CRIMS (Alameda County criminal justice info) (when available)
PIPS/Neology automated license plate reader (ALPR) via NCRIC LPR data warehouse (when available)
NCRIC CAD/RMS/JMS data warehouse (when available)
Verizon Network Fleet – VIPS vehicle GPS / Automated vehicle locator (AVL)
Document storage database (optional)
City of Fremont ArcGIS layers
Fremont Police Department user credentials database

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Search warrant data import & processing:
Call data records for 4 major wireless communications service providers
Mobile phone GPS records
Physical phone extraction records
Generic tabular data import & processing
Additional warrant data imports subject to mutual written agreement of parties
Vigilant partner agency and commercial license plate reader database (optional and fee may apply)
API subscription to CLEAR (optional and fee may apply)
API subscription to TLO (optional and fee may apply)
Additional data integrations subject to mutual written agreement of parties
<b>Platform</b>
Unlimited users
Unlimited generic file storage (all file types accepted)
Unlimited exports and downloads of data
Unlimited search and saved searched queries
Investigations application layer – link, map and tabular analyses on integrated data
Reporting and Dashboarding application layer – massive scale data analysis and visualization on integrated real-time data
Unlimited alert configurations
Entity resolution
Upon data integration
Ad-hoc in the platform
Permission controls, including location-based, user groups, and cell-level ACLs
Within-agency permission controls
External organization permission controls
Unlimited sharing between users within organization
Unlimited sharing with external organizations
Unlimited interagency searches (with executed MOUs)
Automatic record deletion detection & expungement
Full Audit Capability
<b>User Training &amp; Support</b>
Peregrine Academy platform introductory user training for new users
Peregrine Academy platform advanced user training for new users
Peregrine Academy mobile capability user training for new users
User-specific workflow design and support
24-hour troubleshooting
Software maintenance, support, and updates
Recurring Steering Committee meetings

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT  
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**5. SUPPORT & SLAs.** Ongoing support is available, both during and after Phase 1, 24 hours a day, 7 days a week, 365 days a year and is included in the cost of the software license. Additionally, self-help user guides are available in the Peregrine Knowledge Base, designed to answer frequently asked questions and provide walk through guides of common workflows.

**5(A). System availability.** During any calendar month, the Peregrine system shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the system, provided that Peregrine is not responsible for any downtime of the applications or software caused by third party data services (e.g. RMS databases). Peregrine shall provide prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the system, as well as periodic updates during the unscheduled downtime regarding Peregrine’s progress in remedying the unavailability and the estimated time at which the system shall be available.

**5(B). Issue Response and Resolution.**

Severity Level	Level of Effort	Initial Response	Work Around	Targeted Time to Permanent Fix	Status Updates
1	Continuous best efforts, 24/7	Immediate, but in no event to exceed 30 minutes	8 hours	3 calendar days	Every 2 hours prior to work around and every calendar day until permanent correction
2	Commercially reasonable efforts, 24/7	1 hour	24 hours	5 calendar days	Every 6 hours prior to work around and every calendar day until permanent correction
3	Commercially reasonable efforts, during normal business hours	1 business day	10 business days	20 business days	Every 2 business days prior to work around and every calendar day until permanent correction

- “Severity level 1 error” means any system error that, for fifty percent (50%) or more of FPD’s users, renders the system or any material portion of the system inoperative, or materially impairs use of the system in a production environment.

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- “Severity level 2 error” means any system error that, for fifty percent (50%) or more of FPD’s users, substantially impairs use of one or more features or functions of the system.
- “Severity level 3 error” means any system error that, for fifty percent (50%) or more of FPD’s users, has a minimal impact on the performance or operation of the system.



**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT  
REAL TIME DATA VISUALIZATION PLATFORM**

**EXHIBIT B**

**COMPENSATION**

This compensation schedule, Exhibit “B,” is hereby incorporated by reference into the Agreement, under Agreement Section 4. For all services identified in Exhibit “A”, Scope of Services, the City agrees to pay and Consultant agrees to accept as total compensation the following:

Consultant proposes a fixed software license fee of \$149,500 per year. The initial implementation fee will be waived with a multi-year commitment. This license includes all ongoing support, data integration maintenance, workflow development, and user training to support the scope of this work. Peregrine will not charge for travel or other miscellaneous expenses. The total for years one through three shall not exceed \$448,500.00, due to Peregrine in three annual payments of \$149,500.00 with an option to extend two additional years for a five-year contract not-to-exceed \$747,500.00. Year six and beyond shall not exceed a 5% annual increase.

The contract shall run for a period of three years with payments for the next year due annually upon the contract anniversary with an option to extend two additional years. The initial payment shall be due next 30 days from receipt of invoice.

<b>City of Fremont Real Time Data Visualization Platform Pricing Estimates</b>	
<b>Pricing Estimates, Hosted / Software-as-a- Service</b>	
<b>1. Software Licensing</b> – Other than or in addition to annual subscription.	Not applicable
<b>2. Third-Party Licensing (if applicable)</b> – Discuss pricing for any recommended third- party solutions.	Third Party API or data fees may apply*
<b>3.Implementation</b> – Training, user adoption, travel expenses, initial installation, scoped data conversion, scoped integration, etc.	\$40,000 <i>waived**</i>
<b>4. Annual Subscription, 5 Years</b> – Includes operating and maintenance, support, data conversion, data integrations to meet project objectives	
Year One	\$149,500.00
Year Two	\$149,500.00
Year Three	\$149,500.00
<i>Year Four - optional</i>	<i>\$149,500.00</i>
<i>Year Five - optional</i>	<i>\$149,500.00</i>
<b>5. Total Year One</b>	\$189,500 ** \$149,500
<b>6. Total Three Years</b>	\$448,500.00
<b>7. Total Five Years</b>	\$747,500.00

\*Third Party API or data fees may include: Vigilant partner agency and/or commercial Data, Clear, TLO, etc.

\*\*Waived with multi-year agreement

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT  
REAL TIME DATA VISUALIZATION PLATFORM**

**EXHIBIT C**

**QUALIFICATIONS**

These Consultant Qualifications, Exhibit “C,” are incorporated by reference into the Agreement, under Agreement Section 5.

Peregrine was founded in 2017 to help law enforcement professionals by connecting real time information from their existing data sources to bring insights together into one real time data visualization platform. Our team initially embedded with the San Pablo Police Department for nearly a year to deeply understand the existing environment and build solutions to close the gaps between data sources. Since that time, Peregrine has contracted with several agencies, raised a Series A funding round, and grown to eleven team members, yet, we still deploy with the same curiosity, empathy, and drive as our initial work with San Pablo. Peregrine is head quartered in San Francisco, CA, but our work happens at police departments with our customers. Our team has decades of experience working with law enforcement agencies including police departments, sheriff offices, district attorneys, and regional intelligence centers. We have built and deployed software solutions that have driven meaningful impact in each of these areas and beyond. Peregrine has a strong financial position and no outstanding litigation or threats of litigation.

Our work includes deployments with San Pablo (CA) Police Department, Pittsburg (CA) Police Department, and Albuquerque (NM) Police Department. In addition to supporting real time information centers, we work with investigators, analysts, administrative personnel, and command staff. The work with Albuquerque Police Department (APD) is specifically focused on their real time crime center and crime analyst’s unit. The department has ~840 sworn officers and has objectives to reduce crime, specially shootings and auto burglary, by identifying crime trends, deploying effective resources, and making informed decisions based on data-driven analysis, intelligence, and technology tools. The APD real time crime center monitors and facilitates increased situational awareness and real time operational decision making by accessing calls for service in CAD (Tiburon), existing information from the RMS (Tiburon), video surveillance (Milestone / Genetec/ others), LPR (Vigilant), and more.

Each Peregrine deployment consists of four steps to maximize success and impact for the customer. Please see the “Scope of Service” for further details, but the implementation includes:

- 1) Pre-work – Scoping and Kick off Work,
- 2) Month 1 – Data Integration, Data Modeling, and User Discovery,
- 3) Month 2 – Real-time Workflows and Analytics, and
- 4) Month 3 – Operationalization and Next Steps.

This process helps align Peregrine and our customers and drive towards full implementation and use within 90 days. This team will initially be onsite for a period of two weeks to meet with Fremont Police Department and conduct the scoping and kick off, along with the initial data integration and modeling.

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT  
REAL TIME DATA VISUALIZATION PLATFORM**

**EXHIBIT D**

**INSURANCE REQUIREMENTS  
Professional**

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

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

**INSURANCE COVERAGE AND LIMITS RESTRICTIONS**

1. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Fremont before the City of Fremont's own insurance or self-insurance shall be called upon to protect it as a named insured.

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
  - a. Blanket contractual liability
  - b. Broad form property coverage
  - c. Personal injury
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT  
REAL TIME DATA VISUALIZATION PLATFORM**

3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Professional Liability insurance
5. Cyber Liability insurance:
  - a. Third Party Liability coverage:
    - i. Privacy liability covering loss in the event of Consultant's failure to protect City's data.
    - ii. Network security liability in the event of any failure of network security including unauthorized access or unauthorized use of the City's data.
    - iii. Internet media liability covering infringement of copyright or trademark, invasion of privacy, libel, slander, plagiarism or negligence.
  - b. First Party Liability coverage:
    - i. Cyber extortion monies and associated expenses arising out of a criminal threat to release City's data.
    - ii. Digital asset loss for costs incurred to replace, restore or recollect data that has been corrupted or destroyed as a result of a network security failure.
    - iii. Business interruption to cover loss of income and extra expense arising out of an interruption of network service due to an attack on Consultant's network.
    - iv. Notification and crisis management covering expenses in the event of a data breach including a third party computer forensics team, notifying users whose personal information was breached, credit monitoring, and third party identity restoration services.
6. Such other insurance coverages and limits as may be required by the City of Fremont.

**B. MINIMUM LIMITS OF INSURANCE**

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and a \$2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT  
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Bodily Injury by Disease - \$1,000,000 policy limit.

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

4. Professional Liability insurance: \$2,000,000
5. Cyber Liability insurance: \$2,000,000
6. Such other insurance coverages and limits as may be required by the City of Fremont.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

1. Any deductibles or self-insured retentions must be declared to and approved by the City of Fremont. At the option of the City of Fremont, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Fremont, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
2. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City of Fremont.
3. The City of Fremont reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**D. ADDITIONAL INSURED REQUIREMENTS:**

1. The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:
  - a. The City of Fremont, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Fremont, its officers, officials, employees, agents or volunteers.
  - b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Fremont, its officers, officials, employees, agents or volunteers.
  - c. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
  - d. Consultant shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the City of Fremont and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT  
REAL TIME DATA VISUALIZATION PLATFORM**

evidence of separate endorsements naming the City of Fremont and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk.

Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Consultant shall replace such certificates for policies expiring prior to completion of work under this agreement.

**E. ACCEPTABILITY OF INSURERS**

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

**F. COMPLETED OPERATIONS**

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

**G. CROSS-LIABILITY**

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

**H. FAILURE TO MAINTAIN INSURANCE COVERAGE**

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

**I. PRIMARY AND NON-CONTRIBUTORY**

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

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

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT  
REAL TIME DATA VISUALIZATION PLATFORM**

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**J. SUBCONTRACTORS**

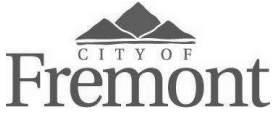
Consultant shall require all subconsultants to maintain the same levels of insurance and provide the same indemnity that the Consultant is required to provide under this Agreement. A subconsultant is anyone who is under contract with the Consultant or any of its subconsultants to perform work contemplated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

**K. SUBROGATION WAIVER**

Consultant agrees to waive subrogation rights against City of Fremont regardless of the applicability of any insurance proceeds, and to require all Consultants, subcontractors or others involved in any way with the services to do likewise.

**L. VERIFICATION OF COVERAGE**

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



***Police Department***

2000 Stevenson Blvd | P.O. Box 5007, Fremont, CA 94537-5007  
(510) 790-6800 *ph* | (510) 790-6801 *fax* | [www.fremontpolice.org](http://www.fremontpolice.org)

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December 12, 2023

Peregrine Technologies, Inc.  
Attn: Nicholas Noone President & CEO  
130 Bush Street 8th Floor  
San Francisco, CA 94104

RE: Contract # 21-0113 Peregrine Technologies, Inc. - Deployment and Support of a Real Time Data Visualization Platform

Dear Nicholas:

On March 16, 2021, the City of Fremont ("City") and Peregrine Technologies, Inc. entered into contract # 21-0113 for the deployment and support of a real time data visualization platform ("Agreement"). The Agreement expires on March 16, 2024 and has an option to renew for an additional two years based on the City's option to extend.

The City would like to renew the Agreement for an additional two years through March 16, 2026 based on the terms and conditions stated in the Agreement.

If you have any questions regarding this process, please do not hesitate to contact me.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Deirdre Rockefeller-Ramsey".

C15850BDDBC147A...

Deirdre Rockefeller-Ramsey

Police Business Manager

[dramsey@fremont.gov](mailto:dramsey@fremont.gov)

510-790-6991

Enclosure: Executed Service Agreement # 21-0113



**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
*(Insert City Insurance Requirements)*

REV 2024-03-25

**Exhibit B:**  
**Insurance Requirements**  
(Information Technology)

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Please consult the full text ahead of this exhibit in Chapter 4 for a more thorough analysis of the special terms and conditions related to cyber contacts.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation** insurance 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.  
**(Not required if consultant provides written verification it has no employees)**
- 4. Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction

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of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

### **Technology Professional Liability Errors & Omissions**

**Technology Professional Liability Errors and Omissions Insurance** appropriate to the Consultant's profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

### **Other Insurance Provisions**

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

#### ***Additional Insured Status***

**The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with 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 or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

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***Primary Coverage***

For any claims related to this contract, the **Vendor's insurance coverage shall be primary and non-contributory**. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies. The City of Stockton does not accept endorsements limiting the Vendor's insurance coverage to the sole negligence of the Named Insured.

***Umbrella or Excess Policy***

The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton**.

***Waiver of Subrogation***

Requesting a waiver of subrogation on a Vendor's cyber liability policy is not typical, but it can be done in certain situations. An City of Stockton can request a waiver if the Vendor's actions or negligence could impact your City of Stockton's ability to operate, however, most cyber policies simply won't grant this coverage extension so expectations should be managed. If it is granted, we would recommend the following:

Vendor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City of Stockton 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 City of Stockton has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

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Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Vendor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Vendor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

### ***Claims Made Policies (Professional & Pollution only)***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

### ***Verification of Coverage***

Vendor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to

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obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Subcontractors***

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

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Certificate Holder Address**

The address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Its Officers, Officials, Employees and Volunteers  
400 E Main Street, 3rd Floor – HR  
Stockton, CA 95202

**EXHIBIT C**

*(If applicable, insert Contractor's Price Quote and ensure the price quote has no terms and conditions and that it references the COOP Agreement Number and name.)*

**PRICE QUOTATION**  
**CARASOFT TECHNOLOGY CORP**

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARASOFT.COM | SALES@CARASOFT.COM



**TO:** Jeanetta McDonald  
 Stockton Police Department  
 22 E Market St  
 Stockton, CA 95202 USA

**FROM:** Megan Douthitt  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** Jeanetta.McDonald@stocktonca.gov

**EMAIL:** Megan.Douthitt@carahsoft.com

**PHONE:** (209) 937-8533

**PHONE:** (571) 662-3908

**FAX:** (703) 871-8505

**TERMS:** OMNIA EDU contract: R191902  
 Term: April 30, 2025  
 FTIN:52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Sales Tax May Apply

**QUOTE NO:** 45734078  
**QUOTE DATE:** 05/31/2024  
**QUOTE EXPIRES:** 07/31/2024  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$700,500.00  
**TOTAL QUOTE:** \$700,500.00



## PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



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Purchase Order must reference OMNIA contract

**Line Item 1 Scope of Work.** Peregrine Technologies, Inc. will deliver the Peregrine software platform ("Peregrine") to the Stockton Police Department to provide access to Peregrine's data integration and analysis software. Peregrine will integrate data from: Central Square CAD Central Square RMS, Axon BWC, Vigilant ALPR, Flock ALPR, evidence system, and property room database.

This quote provides support for 30-day retention of LPR data and up to 50,000,000 annual LPR reads.

The customer is responsible for any third-party API or data access fees that may be required.

Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives.

**Line Item 2 Scope of Work.** Peregrine Technologies, Inc. will deliver the Peregrine software platform ("Peregrine") to the Stockton Police Department to provide access to Peregrine's data integration and analysis software. Peregrine will integrate data from: Central Square CAD Central Square RMS, Axon BWC, Vigilant ALPR, Flock ALPR, evidence system, and property room database.

This quote provides support for 30-day retention of LPR data and up to 50,000,000 annual LPR reads.

The customer is responsible for any third-party API or data access fees that may be required.

Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives.

**Line Item 3 Scope of Work.** Peregrine Technologies, Inc. will deliver the Peregrine software platform ("Peregrine") to the Stockton Police Department to provide access to Peregrine's data integration and analysis software. Peregrine will integrate data from: Central Square CAD Central Square RMS, Axon BWC, Vigilant ALPR, Flock ALPR, evidence system, and property room database.

This quote provides support for 30-day retention of LPR data and up to 50,000,000 annual LPR reads.

The customer is responsible for any third-party API or data access fees that may be required.

Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives.