



CITY OF REDWOOD CITY, CALIFORNIA

POLICE DEPARTMENT

REQUEST FOR PROPOSALS (RFP)
FIXED-MOUNT AUTOMATIC LICENSE PLATE READER (ALPR)
PROGRAM

ISSUED ON:
July 7, 2026

PROPOSALS DUE – Must be received by email by:
August 7, 2026, 3:00 pm PST
Late proposals will not be accepted.

CONTACT:
Lieutenant Diana Villegas
Redwood City Police Department
dvillegas@redwoodcity.org
(650) 780-7137

SECTION I. PURPOSE

The City of Redwood City ("City") seeks written proposals to purchase automatic license plate reader (ALPR) equipment and support services, for maintaining the current twenty-five (25) fixed ALPRs which have been placed along roadways near the entrances and exits of the City of Redwood City along with other strategic locations; inclusive of all required technology and services, based on the requirements contained within this request for proposals (RFP), for a three (3) year term, with the option of extending the contract for a two year extension. Exercise of the additional terms are at the sole discretion of the City.

This RFP is not a commitment or contract of any kind. The City reserves the right to pursue any concept and/or solutions which arise out of this request. Costs for developing the proposals are entirely the responsibility of the proposers and shall not be reimbursed.

The City prefers a comprehensive solution with a single, prime contractor that is legally and financially responsible for all hardware (where applicable), software, and services. However, the City recognizes that some vendors may not be able to supply all of the required elements within this RFP. Therefore, the City encourages vendors to team with other vendors that complement their proposal. Provide a list of proposed sub-consultants. Please include a brief description for each sub-consultant, including: Firm Qualifications, Role and Relationship to the Consultant, and Services to the Consultant. Ultimately, the City will seek a prime vendor to assume total project accountability and responsibility.

SECTION II. CITY AND DEPARTMENTAL OVERVIEW

The City of Redwood City is located in the northern part of Silicon Valley, approximately 25 miles south of San Francisco, roughly midway between San Francisco and San Jose. The City is the county seat of San Mateo County, encompasses approximately 19 square miles within its corporate limits and has a population of approximately 82,178. The City was incorporated in 1867 and became a charter city in 1929, under the laws of the State of California.

The Police Department has three Divisions – Administrative Services, Patrol, and Investigations – and is comprised of 96 authorized sworn officers, 39 authorized civilian employees, 2 reserve officers, and 31 volunteers. The Department is overseen by a Chief of Police who reports to the City Manager.

The Administrative Services Division provides internal support for the Police Department, including Internal Affairs, Training, Dispatch and Records Centers, Personnel and Recruitment, Information Technology, Departmental Fiscal Management and Policy Development.

The Patrol Division is the Department's largest organizational component and includes all uniformed officers who respond to emergency and non-emergency calls for service in a patrol beat structure as well as specialized functions such as the Downtown Services Patrol Team, Marine Unit, Canine Officers, Community Policing Activities Team, School Resource Officer Program, Traffic Enforcement Unit and the Parking Enforcement Unit.

The Investigations Division is responsible for investigating a large variety of crimes involving property (e.g., burglaries, identify theft, fraud and theft) and against persons (e.g., assaults, sexual assaults, domestic violence, robberies and homicides). The Court Liaison Officer assigned to this division works closely with the San Mateo County District Attorney's Office to present cases for prosecution and to coordinate investigative follow-up on cases that have been filed by the District Attorney's Office. The Division also includes a Juvenile Services Unit staffed by a Juvenile Detective and a Juvenile Specialist. The Juvenile Services Unit uses a unique combination of law enforcement and clinical social work to provide prevention and early intervention services to youth and their families in Redwood City.

SECTION III. DEFINITIONS

The following definitions shall apply to this Request for Proposals and its attachments:

Term	Definition
Proposer; Contractor	Any person or company submitting a proposal in response to this RFP
City	City of Redwood City
City Council	City Council for the City of Redwood City
Department	City of Redwood City Police Department
RFP	Request for Proposals
Successful Proposer	The proposal that is selected by the City of Redwood City through this RFP process to supply the services specified in the Scope of Services herein

SECTION IV. ATTACHMENTS

The attachments below are included with this RFP:

- Attachment A – Reference List of public sector Police Departments, preferably in California, for whom the Proposer has provided fixed-mount ALPR services
- Attachment B – Sample Software as a Service (SaaS) Procurement and Professional Services Agreement

Attachment C – Proposal Pricing Form

SECTION V. TIMELINE

Action	Date
Proposal Release Date	July 7, 2026
Deadline for questions/clarifications	July 10, 2026 3:00 pm PST
Answers to questions released	July 17, 2026
Proposal Submittal Deadline	August 7, 2026 3:00 pm PST
Successful Proposer Notification*	August 10, 2026
Contract Award*	September 14, 2026
Notice to Proceed*	TBD

* Tentative dates

SECTION VI. INSTRUCTIONS TO PROPOSERS

A. EXAMINATION OF RFP DOCUMENTS

Before submitting a proposal, Proposer should read this RFP carefully and inform themselves completely of all details outlined herein. The submission of a proposal shall be deemed a representation and certification by the Proposer that:

- Proposer has carefully read and fully understands the information provided by the City to serve as the basis for submission of the proposal;
- Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted, and has demonstrated these capabilities through submitted references for review;
- All information contained in the proposal is true and correct;
- Proposer did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of the proposal; and
- Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer. Proposer grants the City permission to make these inquiries, and Proposer will provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition. Questions submitted by any proposer during the open question and clarification period will be made available to all proposers via email.

B. REQUIRED PROPOSAL SUBMISSION DOCUMENTS

As a part of their proposal submission, Proposers shall submit the following documents.

Documents to Submit	Comments
All pages of RFP and submission	
Reference List	Fully completed with public sector Police Departments, preferably in California, for whom the consultant has provided comprehensive fixed-mount automatic license plate reader (ALPR) services similar to those requested in this RFP
Addenda, if any	Must be signed

C. PROPOSAL SUBMITTAL DEADLINE AND LOCATION

Proposals are due on or before August 7, 2026 at 3:00 pm PST. Proposer shall email one (1) copy of its proposal to:

Lieutenant Diana Villegas
Dvillegas@redwoodcity.org

All proposals must bear the Proposer's name and address and be titled in the subject line "PROPOSAL FOR FIXED-MOUNT AUTOMATIC LICENSE PLATE READER (ALPR) PROGRAM DUE August 7, 2026 at 3:00 pm PST
Late proposals will not be considered.

D. WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request, addressed to the City contact specified in **Section XV** at any time prior to the Proposal Submittal Deadline.

SECTION VII. SCOPE OF SERVICES

The City of Redwood City currently uses fixed automatic license plate reader (ALPR) technology and is seeking proposals for continued fixed-mount ALPR equipment, software, and support services throughout the City. The City anticipates a system comprised of twenty-five (25) fixed-mount ALPR locations, with final quantities and locations to be determined based on operational needs, vendor capabilities, cost, and City approval.

ALPR technology has become a crucial public safety and investigative tool for the Redwood City Police Department and has directly assisted in the resolution of criminal investigations, the safe recovery of victims and missing persons, the recovery of stolen vehicles and property, and the identification and arrest of suspects.

Fixed ALPR technology is expected to be deployed along roadways near entrances and exits of the City, as well as other strategic locations, with deployment anticipated in all areas of the City, including Redwood Shores.

The City prioritizes the fundamental right to privacy. The ideal vendor is one that treats privacy with the sanctity it demands and who demonstrate those values in practice. Furthermore, the City wants to ensure that our contractors exemplify the highest degrees of transparency, accountability, and integrity.

The City received input from the Police Advisory Committee and community members regarding the use of ALPR technology. Concerns included privacy, civil liberties, data sharing, immigration-related access, cybersecurity, auditability, data retention, transparency, vendor accountability, and potential misuse. The City is incorporating those concerns into this RFP by requiring proposers to describe, document, and contractually commit to safeguards addressing these areas.

The City has not predetermined that any specific vendor or system will be selected, and proposals will be evaluated based on public safety functionality as well as the strength, verifiability, and enforceability of proposed safeguards, role-based access control, Criminal Justice Information Services (CJIS) alignment, vulnerability management, penetration testing, breach notification, incident response, data localization, backup protection, and subcontractor security controls.

This equipment shall meet the highest standards of durability and reliability to function in a 24-hour environment. The solution must withstand many years of extreme hot/cold cycles typically found in the California climate. Further, it is desired that the fixed system be powered by multiple green power sources such as solar with battery storage backup. The individually itemized three-year service agreement should include the ability to monitor and report on camera functionality to ensure 24-hour, seven day a week operational reliability.

The proposed solution shall ensure that all data collected on behalf of the City of Redwood City remains the exclusive property of the City of Redwood City. Access to and control of such data shall be limited to the Redwood City Police Department, and the data shall not be shared with any third party except as expressly authorized by the City or as otherwise required by applicable law.

Proposers must not rely on general assurances. Responses should identify the specific technical controls, contractual commitments, audit mechanisms, and administrative processes that will allow the City to independently verify compliance.

Proposers must address the following capabilities, controls, contractual commitments, audit mechanisms, administrative processes:

1. Multi-lane plate capture capability: Proposer must provide ALPR cameras capable of accurately capturing and reading license plates across three (3) or more traffic lanes per camera, where site geometry, mounting height, sight distance, lighting, speed, and roadway conditions allow. Proposer shall identify the maximum supported lane coverage per camera, minimum and maximum capture distances, supported vehicle speeds, nighttime/low-light performance, required mounting conditions, and any limitations that may affect capture accuracy.
2. Real-time hot-list alerting: Proposer must provide real-time alerting for authorized hot-list matches, including but not limited to California Stolen Vehicle System data, and City-approved custom hot lists. Proposer shall describe supported hot-list sources, update frequency, alert latency, user notification methods, acknowledgement workflow, and false-positive safeguards.
3. Custom hot-list management: Proposer must support City-created and City-managed custom hot lists with role-based permissions, reason/purpose fields, entry expiration dates, approval controls where available, and full auditability of list creation, modification, deletion, hits, alerts, and user access.
4. Real-Time Information Center and platform integrations: Proposer must describe all available integrations with Real-Time Information Center platforms such as Fusus, and data aggregation platforms such as Peregrine and C3AI. The response shall identify whether each integration is native, API-based, third-party supported, or requires custom development.
5. No secondary use of City data: Proposer must allow the City to opt out of, and contractually prohibit, use of City data for machine learning, artificial intelligence training, product development, benchmarking, resale, marketing, or any secondary purpose that does not directly surface information or functionality for the City's authorized use, without the City's expressed authorization.

6. City-controlled sharing only: Proposer must provide technical controls allowing the City to fully control all data sharing, including sharing by agency, user, role, geography, purpose, data type, date range, and access level.
7. No Default or Unauthorized Sharing or Access: Proposer must confirm that City data will not be shared by default through statewide, nationwide, regional, vendor-managed, mutual-aid, pooled, lookup, search, or network-sharing features unless expressly authorized by the City. Proposer shall promptly notify the City of any actual or suspected unauthorized sharing, access, querying, disclosure, or use of City data, whether resulting from user error, system malfunction, vendor action, third-party access, or any other unintended circumstance. The proposer shall also describe the procedures for detecting, investigating, documenting, mitigating, and reporting such incidents.
8. Federal and out-of-state access disabled: Proposer must provide technical and contractual safeguards preventing federal agencies, federal contractors, immigration-related agencies, fusion centers, and out-of-state agencies from accessing City data directly or indirectly unless specifically authorized by the City or required by valid legal process.
9. No vendor-side override: Proposer must disclose whether vendor personnel, administrators, affiliates, subcontractors, or partner agencies can enable sharing, expand access, recategorize agencies, or alter permissions without City approval. Any such capability must be disabled or contractually prohibited.
10. Complete auditability: Proposer must provide City-accessible audit logs for all searches, hot-list hits, alerts, logins, exports, downloads, shares, deletions, permission changes, administrative changes, vendor access, outside-agency access, and failed access attempts.
11. Audit logs must be exportable and complete: Proposer must confirm that no access pathway exists outside City-visible audit logs, including vendor support access, Application Programming Interface (API) access, backend access, mobile access, regional access, federal access, or third-party integrations.
12. Transparency and reporting: Proposer must support regular public-facing and internal reports on system use, searches, confirmed hits, false positives, outside-agency requests, data sharing, misuse, corrective action, downtime, audit findings, and data-retention compliance.
13. Cybersecurity requirements: Proposer must describe cybersecurity controls including encryption at rest and in transit, Multi-Factor Authentication (MFA),

role-based access control, CJIS alignment, vulnerability management, penetration testing, breach notification, incident response, data localization, backup protection, and subcontractor security controls.

14. Data retention and deletion: Proposer must support a City-defined thirty (30) day retention period and provide verifiable deletion from active systems, backups, replicas, subcontractor systems, vendor systems, and any shared or downstream systems upon expiration or termination.
15. Enforceable commitments: Proposer must identify which safeguards are configurable features, which are contractual commitments, which are independently auditable, and which are subject to penalties, termination rights, or other remedies for noncompliance.

The Redwood City Police Department singularly uses Evidence.com as the primary means to share digital data (video/audio/photo *et al*) with the San Mateo County District Attorney's Office for use in criminal prosecutions. It is therefore imperative that any equipment integrate with Evidence.com and allow the digital transfer of data through Evidence.com and not a stand-alone system.

All ALPR system proposals will allow for Redwood City Police Department compliance with the following California statutes that govern ALPR operation and data sharing restrictions:

- California Civil Code §§ 1798.90.5 through 1798.90.55, including but not limited to §§ 1798.90.51, 1798.90.52, 1798.90.53, 1798.90.54, and 1798.90.55, as amended. These provisions govern ALPR security requirements, privacy policies, audit logging, information sharing, public transparency, and civil liability.
- California Government Code:
 1. Gov. Code § 34090.6 (records retention requirements; City retention schedule will be thirty (30) days unless otherwise required by law)
 2. Gov. Code § 7282.5 (California Values Act)
 3. Gov. Code § 7284.2 et seq. (federal immigration agency relationship)

The proposer shall comply with all current and future California laws governing Automated License Plate Recognition (ALPR) systems, including any amendments to California Civil Code §§ 1798.90.5–1798.90.55 enacted during the term of the agreement.

The vendor must agree to disclose if they have a relationship, directly or indirectly, with US Immigration and Customs Enforcement (ICE), and Customs and

Border Protection (CBP) within the State of California.

The proposed solution should cover all equipment, warranty coverage periods, subscription(s), software licensing, storage fees, on-site training, and operational costs for the first year with a three-year service agreement. Proposers shall also provide pricing and identify any differences in services, support, licensing, warranties, maintenance, and operational costs applicable to the optional two-year extension period.

The three-year service agreement will specify how the system will be maintained and monitored to provide 24-hour operational reliability. The proposed service agreement shall clearly identify all services, equipment, software, licensing, maintenance, support, training, upgrades, or other items that are excluded from the agreement or would result in additional costs to the City during the term of the contract. An hourly labor billing cost (base with 2% per annum increase in year two and three of the agreement if appropriate) should be provided for service needs of the installed system and equipment beyond what may be covered by the three-year service agreement.

The Proposer is responsible for preparing an effective, clear, and complete response to this RFP that include the following mandatory elements listed below. Responses must be in the same order as the elements presented. The Police Department is seeking proposals that will go beyond a “cookie cutter” approach that simply mimics what other cities are doing. The Department is seeking fresh ideas as described in SECTION I. PURPOSE of this RFP. Further, any proposal that does not meet the minimum proposal elements listed below will be considered non-responsive and ineligible for consideration. All necessary equipment, materials, insurances, and personnel should be included in the proposal.

The following proposal elements for the City of Redwood City Police Department Fixed-mount Automatic License Plate Reader (ALPR) Program are required for a proposal to be considered complete:

1. Proposer’s firm/or individual proposer who will be awarded the contract:
 - a. A brief outline explaining the firm/individual’s business and financial stability and how it will be able to meet the identified deliverables of the Proposal to the Redwood City Police Department over the duration of the service agreement
 - b. Include detailed information about each person’s expertise and experience assigned to the project to accomplish each of the deliverables identified in the Proposal
 - c. Identify a Project Manager who will be assigned as a single point of contact to the Police Department to coordinate and direct the consultant’s activities and to provide direct communication between the Police Department and

the firm/individual. Include a list of accomplished projects of similar scope and complexity to this proposal.

PLEASE NOTE: Vendor staff may have access to confidential and sensitive data files and will be subject to a Department of Justice and Criminal History Live-Scan™ fingerprint check. Failure to pass the fingerprint check (no felony convictions, or convictions for misdemeanor assault, including Domestic Violence) shall exclude any employees of the vendor from access to confidential and sensitive files. All employees of vendor who will participate at the level described above in the program will be required to provide a valid issued driver's license or equivalent photo identification before they will be permitted to begin work on the program.

2. Response to Scope of Services: stating acceptance of, modifications or additions to, or a statement of inability to provide said services listed under controls, contractual commitments, audit mechanisms, administrative processes.
3. On-line Hosting and Technical Support:
 - a. Website hosting on secure and optimized server and on-line technical support [minimum of three (3) years] including specification of guaranteed uptime rate
 - b. Yearly support, maintenance and needed updates of the ALPR hardware and software. If included in the three-year service agreement, please specify
 - c. Diagnosis and problem-solving of system errors and/or malfunctions
 - d. Warranty periods, conditions, and terms, where applicable
4. Pricing:
 - a. Total cost (including three-year service agreement, two-year extension and warranty fees, where applicable)
 - i. Itemized cost breakout within the total cost projection, including separate pricing for each year of the initial three-year term and optional pricing for a two-year extension of services following the initial term. The two-year extension pricing shall identify any annual increases, renewal assumptions, additional fees, and services included or excluded from the extension period Typical camera hardware package proposed (camera brand and model number, and pole mount recommendation)
 - ii. Cellular data connection, reoccurring costs for typical pole mounted camera solution
 - iii. Baseline installation costs per pole mounted camera solution (it is understood that DOT approved pole types for cameras mounted on certain U.S. Highways and California Interstate Highways may be required at the time of installation. The additional cost from the standard camera mounted pole solution recommended in this RPF

for standardized pricing will be addressed as an additional cost to the contract when final camera locations are determined. The Proposer shall provide all necessary equipment, tooling, services, permits, coordination and all other necessities for the installation of cameras, as described, without the use of any City resources.

- iv. Software license fees or other reoccurring fees that apply
- v. Extended warranty fees available beyond the base manufactures warranty
- vi. Hourly labor rate for work requested outside the warranty period(s) or service agreement defined work
- b. Progressive payment schedule recommendations for accomplishment of milestones
- d. Any assumptions made that are not specifically identified in the RFP
- e. The Proposer may optionally include additional features and services at their discretion, which are not strictly required by the scope of work

A. Invoicing

If contract is awarded, successful Proposer will submit invoices to: Redwood City Police Department, Attn: Jenny Stahler, 1301 Maple Street, Redwood City, CA 94063, jstahler@redwoodcity.org.

B. Payment

Payment will be made by check, promptly following agreed upon milestone accomplishment schedule, delivery, inspection and acceptance of an operational website, digitally produced work or hard copy goods by the Redwood City Police Department upon receipt of invoice.

C. Proposal Cost

The Proposer must include a cost summary including all staffing, technology, travel and related expenses. All pricing must be inclusive, and include all labor, material, lodging, travel, and equipment and supplies necessary for all tasks listed in this Scope of Services. Cost summary should include costing for a two-year extension of services for transparency. Provision of this information assists the City in determining whether the Proposer understands the project, whether the costs are fair and reasonable in light of the services to be provided and provides City staff with tools to negotiate the final cost.

The Proposer acknowledges that by submitting a proposal, the Proposer's proposed pricing is bound for one hundred and twenty (120) days after the Proposal Submittal Deadline.

SECTION VIII. TERMS AND CONDITIONS

A. City's Standard Terms and Conditions

The terms and conditions set forth in Attachment B – Software as a Service (SaaS) Procurement and Professional Services Agreement will apply to any contract resulting from this RFP. Proposer must acknowledge and accept these terms with the submission of their proposal; any questions or concerns regarding the terms must be communicated by the deadline for questions/clarifications outlined in the timeline section of this RFP.

B. Review and Selection Process

Proposals will be evaluated by a Selection Committee, which will consider the completeness of each proposal and how well it meets the needs of the Department. Evaluations will be based on criteria as outlined in the table below. All proposals in response to this RFP will be evaluated using the same standards.

The purpose of the selection procedure is to determine, from among the proposals received, which one is best suited to meet the Department's needs. Any final analysis or weighted score does not imply that one Proposer is superior to another, but simply that, in the Selection Committee's judgment, the selected Proposer appears to offer the best overall solution for the Department's current and anticipated needs.

The objective is to choose the proposal that offers the highest quality products and services while achieving the project's goals and objectives within a reasonable budget. While cost is important, other factors are also significant, and the Department, at its discretion, may not select the lowest cost proposal.

Selection Criteria	Points Available
1. Qualifications, Experience of Firm, and Suitability for RCPD Needs	20
2. Privacy, Data Governance, Transparency, and Sharing Controls	20
3. Cybersecurity, Auditability, and Data Protection Measures	15
4. Quality of Vendor References	5
5. Projected Costs	20
6. Quality and Relevance of Illustrative Examples, Project Timeline, and Implementation Plan	10
7. Compatibility and seamless integration with Evidence.com and Fusus	15
Total Points Available Per Proposal	100

Award of contract occurs when contract is fully executed. A Recommendation of Award does not constitute an award of contract. Contract documents will consist of the Software as a Service (SAAS) Procurement and Professional Services Agreement, this RFP and all related attachments, and the Successful Proposer's written proposal.

SECTION IX. CONTRACT AWARD

The Police Department will recommend to the awarding authority the award of a contract to the Proposer whose proposal followed all directions in this document and would be best suited to meet the City's needs, on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price. The City reserves the right to award the contract to the Proposer who presents the proposal which, in the judgement of the Department, best accomplishes the desired results for an integrated ALPR digital camera capture, automated image storage, Image analytics, and image retrieval solution.

SECTION X. RIGHTS OF THE CITY

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals and solicit or advertise again;
- Issue subsequent RFPs;
- Postpone contract start date for its own convenience;
- Remedy technical errors in the RFP process;
- Cancel the RFP and reject any and all proposals when it is in the best interest of the City;
- Waive inconsequential irregularities in the proposals;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be valid or binding on the City unless and until it is executed by authorized representatives of the City and of the Proposer.

SECTION XI. PUBLIC NATURE OF PROPOSAL MATERIALS

Responses to this RFP become the exclusive property of the City. The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the California Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" may be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for

information marked as “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

SECTION XII. FAIR DEALING/CONFLICT OF INTEREST

The Proposer warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Proposer, or any agent or representative of the Proposer to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

The Proposer warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Proposer also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Proposer’s business.

SECTION XIII. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

SECTION XIV. QUESTIONS REGARDING THE RFP

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions regarding this RFP must be put in writing and received by the City contact person identified in Section XV no later than July 10, 2026 3:00 PM PST. Inquiries received after the date and time stated will not be accepted.

Any interpretations or corrections of the RFP will only be made by an addendum posted online to the City’s website. Such addendum shall be considered a part of the RFP and must be signed and submitted with the proposal. Oral interpretations or clarifications will be without legal effect.

SECTION XV. CONTACT PERSON

Inquiries relating to this RFP and/or the required services should be directed to:

Lieutenant Diana Villegas
Redwood City Police Department
1301 Maple Street

Redwood City, CA 94063
dvillegas@redwoodcity.org
650-780-7137

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THIS PROPOSAL PRICING FORM, INCLUDING THE SIGNATURE PAGES AND SUBMIT ALL PAGES OF THE RFP.

ATTACHMENT A – REFERENCE LIST

Please list three (3) public agency Police Department clients, preferably in California, along with a brief description of the work, which the City may contact regarding the Proposer's work performance.

REFERENCE # 1

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

REFERENCE # 2

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

REFERENCE # 3

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

**AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS REFERENCE LIST
AND SUBMIT ALL PAGES OF THE RFP.**

**SOFTWARE AS A SERVICE (SAAS) PROCUREMENT AND PROFESSIONAL SERVICES
AGREEMENT
BETWEEN THE CITY OF REDWOOD CITY
AND**

This SAAS PROCUREMENT AND PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of [REDACTED], 20[REDACTED], for reference purposes only, by and between the City of Redwood City, a charter City and municipal corporation of the State of California (hereinafter referred to as the “City”), and [REDACTED] (hereinafter referred to as “Provider”).

RECITALS

A. City desires to procure software and services which will be delivered remotely on a subscription and/or fixed fee basis to support its operations in the area of [REDACTED] (the “SaaS Solution”).

B. Provider submitted a proposal for the SaaS Solution dated [REDACTED] (“Proposal”) and has been selected to provide the SaaS Solution on the basis of the features and functionality of the SaaS Solution and the representations and commitments of Provider contained in the Proposal.

C. The parties desire by this Agreement to establish the terms for City to retain Provider to provide the SaaS Solution.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SaaS Solution. The SaaS Solution is comprised of software and services that will be provided to the City as follows:
 - a. Software. Provider shall provide City with access to the software, which is described in the “Schedule of Software” which is attached hereto as Exhibit “A” (“Software”). The performance and functionality of the Software shall comply in all respects with the commitments made in the Proposal and the description of the Software features and specifications contained in Provider’s technical documentation for the Software (collectively, the “Functional Specifications”). If the Proposal was in response to an RFP issued by the City for the SaaS

Solution, then the Functional Specifications will include any requirements for the SaaS Solution included in the RFP unless specifically excluded in the Proposal.

b. Services. Provider shall further provide City with the services necessary to provide the SaaS Solution and to implement, use and support the Software as described in the “Schedule of Services” attached hereto as Exhibit “B” (“Services”). Services which are provided on a one-time basis in connection with the setup and implementation of the SaaS Solution, including without limitation, account setup, software and database configuration, data conversion and training, are referred to herein as the “Implementation Services”.

c. Hosting/Database Services. If the SaaS Solution includes hosting, data storage, system backup and recovery or other remote services, then such services will conform to the network performance and availability requirements set forth in Section 11 of this Agreement and the Provider’s service level agreement which is attached hereto as Exhibit “C” (“Cloud Services SLA”).

2. Supplemental Terms. The City shall have a license and/or subscription to use the SaaS Solution, including any Software, for its operations, subject to the terms of this Agreement and the additional terms and conditions of Provider, which are contained in the “Terms of Service Addendum” which is attached hereto as Exhibit “D”. In the event of any conflict between the terms of this Agreement and the Terms of Service Addendum, the terms of this Agreement will prevail.

3. Term; Performance Schedule.

a. The term of this Agreement will commence on [] and will continue for a period of [] years. The Agreement may thereafter be renewed for additional one (1) year terms with the mutual written agreement of City and Provider.

b. Provider shall provide the Software and Services, including any Implementation Services, in a prompt and timely manner in accordance with the “Performance Schedule” that is attached hereto as Exhibit “E”. Any delays or changes in the Performance Schedule shall be subject to the terms of Section 7.

4. Compensation.

a. Subject to paragraph 4(c) below, the City shall pay for Software and Services in accordance with the schedule of fees and costs which is attached hereto as Exhibit “F” (“Fee Schedule”). If a license or subscription fee for Software is based on the number of active users rather than an enterprise license which allows an unlimited number of users for the City’s authorized use, then Provider will either restrict access to the number of authorized users or will provide City with a means to actively monitor and restrict access to ensure that there is no violation in the number of authorized users. Furthermore, with respect to any network or database services with storage limitations, Provider will have a mechanism to notify City if it is within ten percent (10%) of its authorized limit. Notwithstanding any term of the Terms of Services Addendum, in no event will

the City be automatically charged additional licenses or subscription fees for exceeding the number of authorized users or for exceeding storage limits. City will be given notice of any such excess use and an opportunity to cure it or purchase additional users or capacity.

b. The timing of all payments by the City will be as set forth in the Fee Schedule, provided, however, that if no payment period is specified, then payments will be made by City within forty-five (45) days of the date that an invoice is received. If payments are subject to completion of a milestone by Provider or acceptance of work product or services by City, then the City, in its sole discretion, will determine whether the appropriate milestone or other acceptance criteria has been satisfied in accordance with the Contract Documents (as defined below).

c. With respect to the Implementation Services, Provider agrees that based on its familiarity with the SaaS Solution, the cost estimate for the Implementation Services will not exceed the budgeted amount that is set forth in the Fee Schedule unless there is a change in the scope of the Implementation Services and such change is reflected in the execution of a written amendment pursuant to Section 7 of this Agreement.

5. Maintenance and Support of SaaS Solution.

a. Unless otherwise expressly set forth in this Agreement, the regular maintenance and support of the SaaS Solution is included in the fees for the Software and Services which are set forth in the Fee Schedule. Response times in connection with support requests will be as set forth in Exhibit G (“Schedule of Support Services”). In the event that [] () or more errors categorized as Level 3 or higher pursuant to the Schedule of Support Services occurs during any calendar month, City may terminate this Agreement for material breach, provided City notifies Provider in writing of termination within 30 days of the end of such calendar month.

b. In the event that the City requires customization of the Software, additional training or extraordinary support, then the City and Provider will agree on the additional cost for such services, or if a standard rate schedule for additional services is set forth in the Fee Schedule, then such standard rates will apply.

6. Contract Documents. The following documents shall govern the performance of this Agreement and the terms and conditions for the provision of the Software and Services (collectively, the “Contract Documents”):

- a. This Agreement;
- b. Terms of Service Addendum;
- c. Schedule of Software;
- d. Schedule of Services;

- e. Schedule of Support Services;
- f. Fee Schedule;
- g. Security Policy;
- h. City Insurance Requirements;
- i. Exhibits, addenda or other attachments to the foregoing documents;
- j. Proposal; and
- k. If applicable, the RFP.

In the event of any conflict between the terms and conditions of the Contract Documents, the Contract Documents shall govern in accordance with the foregoing order of priority with this Agreement acting as the master agreement. In the event of any ambiguity or dispute with respect to the SaaS Solution described in the Functional Specifications, the Schedule of Software and the Schedule of Services, the parties shall first look to the Proposal and then, if applicable, the RFP, to resolve such ambiguity.

7. Additional Work. If changes in the Project and the Contract Documents are requested by Provider or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Provider with a statement of the estimated changes in the Schedule of Services, the Fee Schedule and the Performance Schedule. An amendment to the Agreement shall be prepared by the City and executed by both parties before any change becomes binding upon City. Provider acknowledges that any material amendment to the Contract Documents, particularly with respect to the Fee Schedule, may be subject to approval by the City Council. Such amendment shall not render ineffective or invalidate unaffected portions of the Contract Documents.

8. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Provider and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the City.

9. Ownership of Data and Intellectual Property.

- a. City shall be the owner of all data that is used, stored or processed by Provider in connection with the SaaS Solution (“City Data”) and will not disclose, share, sell or otherwise make any use of such data except in the performance of its obligations under this Agreement. For the avoidance of doubt, City Data includes all data created or in any way originating with the City, or is collected by Provider on behalf of the City, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way

originated with the City as part of the SaaS Solution, or is collected by the Provider on behalf of the City in connection with the SaaS Solution, whether such data or output is stored on the City's hardware, Provider's hardware or exists in any system owned, maintained or otherwise controlled by the City or by Provider. Provider will deliver to City a full copy of all City Data that is stored by Provider or held in any database in connection with the Software within five (5) days of City's request, including within ninety (90) days following the termination of this Agreement, subject to any fee set forth in the Fee Schedule. Furthermore, at the request of City, Provider shall further destroy all copies of the data that are in Provider's possession.

b. The storage and handling of City Data by Provider is as a service provider on behalf of City and it is not intended that the performance of the obligations of Provider pursuant to this Agreement will be subject to the California Consumer Privacy Act as currently in effect. Provider will cooperate with City to ensure that the storage and handling of City Data remains in compliance with any privacy requirements that are applicable to the City.

c. Provider shall remain the owner of the Software and any of Provider's intellectual property that is associated with the SaaS Solution and the performance of any of the Services.

10. Data Security.

a. For purposes of this Section 10, the following definitions apply:

(i) "Data Breach" means the unauthorized access by a non-authorized person's that results in the use, disclosure or theft of City Data.

(ii) "City Identified Contact" means the person or persons designated in writing by the City to receive Security Incident or Data Breach notification.

(iii) "Security Incident" means the potentially unauthorized access by non-authorized persons to City Data that Provider believes could reasonably result in the use, disclosure or theft of City Data within the possession or control of Provider. A Security Incident may or may not turn into a Data Breach.

b. The Software and Services will be provided in accordance with the security protocols that are set forth in the security policy of Provider, which is attached hereto as Exhibit "H" ("Security Policy"). The Security Policy sets forth the minimum level of encryption, intrusion detection and data protection that is provided for the SaaS Solution and Provider will not make any change to the Security Policy during the terms of this Agreement that would provide less rigorous protection. Notwithstanding any term of the Security Policy, all City Data will be encrypted while in transit and while at rest or in storage on Provider's servers. All connections between City and Provider where Provider employees or contractors have access to the City's network or City Data while providing Services will be secured using a virtual private network or similar protocol. City Data that is stored by Provider will only be stored on servers, which are located in the United States of America. Provider shall not allow its personnel or contractors to store City Data on portable

devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Provider shall permit its personnel and contractors to access City Data remotely only as required to provide the Services or to provide technical support.

c. Provider shall inform the City of any Security Incident or Data Breach in accordance with the following protocols:

(i) Provider may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in this Agreement. Discussing Security Incidents with the City should be handled on an urgent as-needed basis, as part of Provider communication and mitigation processes as mutually agreed upon, defined by law or contained in this Agreement.

(ii) Provider shall report a Security Incident to the appropriate City Identified Contact immediately.

(iii) If Provider has actual knowledge of a confirmed Data Breach that affects the security of any City Data, Provider shall (1) promptly notify the appropriate City Identified Contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

(iv) Provider shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Services, if necessary.

(v) Unless otherwise stipulated, if a Data Breach is a direct result of Provider's breach of its contractual obligation to secure City Data in accordance with this Agreement and the Security Policy or otherwise prevent its release, Provider shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$225 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Provider based on root cause.

11. Service Level Requirements.

a. Upon completion of the Implementation Services, the City will test the hosted environment to ensure processing in accord with the requirements below, and, based on this testing, Provider

will use reasonable efforts to configure and optimize the hosted environment that is used by the services in the event that the City notifies Provider (to include providing Provider with documented testing results) that the testing demonstrates processing not in accord with the terms of this Section 11 or the Cloud Services SLA. These processing requirements apply to all standard transactions such as queries, data retrieval, data entry and navigating through screens in the Software.

b. Under the test conditions set forth above, the Software in the hosted environment must be capable of processing the following number and type of transaction within the defined response times:

(i) Query lookups – a maximum of three (3) second average response time for common inquiries. Such common inquiries shall include, but not be limited to, performing any inquiries, displaying the results of the inquiries, displaying any input screen in the Software and running performance reports.

(ii) Field to field prompting within a single screen – maximum, one (1) second.

In the event that any Software fails to operate in accordance with the foregoing, Provider shall modify or adjust the Software to operate in accord with such requirements at Provider's expense.

c. The bandwidth and network availability for the SaaS Solution shall be as follows:

(i) Provider will provide network bandwidth between its servers and the Internet at levels that will provide dependable and stable access, allowing the product to operate as intended. Uptime will be at least 99.99%. Provider will exercise reasonable efforts to achieve the performance levels set forth above. In the event that average performance falls below the foregoing target during any calendar month, Provider shall credit City five percent (5%) of such month's applicable service fees for each one tenth of one percent (0.1%) that uptime is below the target; provided such credit will not exceed fifty percent (50%) of any month's otherwise applicable service fees. Credits issued pursuant to this Section apply to outstanding or future invoices only and are forfeit upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including, without limitation, termination of this Agreement.

(ii) Provider (1) will use reasonable efforts to make the Services available 24 hours per day, 7 days per week, excluding downtime for scheduled maintenance. If Provider intends to install an upgrade or patch to the system that impacts the availability, operation, look-and-feel, or functionality of Services, Provider will provide the City at least two (2) business days' notice and coordinate if necessary with the City before any upgrades or patches are applied so the City can plan accordingly, and (2) will promptly investigate any technical problems that the City reports. Provider does not guarantee the integrity of data transmitted via the Internet.

12. Delays in Performance.

a. Neither the City nor Provider shall be considered in default of the Contract Documents for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance under the Contract Documents. It is not intended by the parties that any such delay shall extend for a period in excess of sixty (60) days.

13. Compliance with Law.

a. In carrying out its obligations under the Contract Documents, Provider shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

b. If required, Provider shall assist the City, as requested, in obtaining and maintaining all permits required of Provider by federal, state and local regulatory agencies.

14. Warranty.

a. Software Warranty. Provider warrants that the Software will conform in all material respects to the Functional Specifications during the term of this Agreement. Provider agrees to correct, through its standard support process, any nonconformity of which it receives notice during the term. In addition, Provider warrants that any customization to the Software on behalf of City will conform in all material respects to the Functional Specifications. This warranty is void if the City or any other third party intentionally changes or modifies the Software without the permission of Provider.

b. Malware. Provider warrants that the Software does not contain any virus or malware and that no employee or contractor of Provider will introduce malware into City's network during the performance of this Agreement.

c. Service Warranty. Provider warrants that all Services provided under this Agreement will be performed in a professional, competent and workmanlike manner in accordance with the

requirements of the Schedule of Services and the Functional Specifications, if applicable. Provider shall further provide a sufficient number of properly trained and competent staff to carry out the Services in a skilled and professional manner consistent with the best practices in the software industry and in compliance with the Performance Schedule.

d. Remedies. Provider covenants that it will make corrections of program errors which are reported in writing to Provider during the term and which are necessary for the Software to conform to the warranties set forth in this Section 14. City agrees to allow Provider the opportunity to make repeated efforts within a thirty (30) day time period to correct programming errors as warranted in this Agreement. Provider agrees that program errors that result in the inability of the City to make functional use of the Software will be given its highest priority with the problem corrected as soon as practicably possible. Provider will strive to have all errors resolved within no more than five calendar days.

15. Acceptance Testing. All Implementation Services shall be subject to acceptance testing by City to verify, to its reasonable satisfaction, that each deliverable conforms to the requirements of a particular phase or milestone as set forth in the Schedule of Services or with respect to the Software, that it conforms to the Functional Specifications in all material respects and does not contain material errors. Acceptance testing will not begin for any deliverable until sufficient data, as reasonably determined by City, has been converted and loaded into the Software or component thereof to enable City to test the functionality of the Software or any component thereof in a test environment that approximates a live production environment. If City determines that any Software deliverable or Implementation Services do not conform with the foregoing requirements, City shall promptly deliver to Provider a notice of non-conformity, and Provider shall work diligently to correct all nonconformities free of charge to City by issuing one or more error corrections or re-performing the defective Implementation Services. Each error correction shall be subject to additional acceptance testing by City. Notwithstanding the acceptance of any deliverable by City, such deliverable shall remain subject to the warranty obligations of Provider for the term of this Agreement.

16. Assignment and Subcontractors. Provider shall not subcontract, assign or transfer this Agreement or any rights under or interest in the Contract Documents without the written consent of the City, which may be withheld for any reason at the sole discretion of the City. Nothing contained herein shall prevent Provider from employing independent contractors, as well as employees, to provide Services as Provider may deem appropriate, provided, however, that Provider shall remain fully responsible for such independent contractors.

17. Independent Contractor. Provider is retained as an independent contractor and is not an employee of the City. No employee or agent of Provider shall become an employee of the City. The work to be performed shall be in accordance with the work described in this Contract Documents, subject to such directions and amendments from the City as herein provided.

18. Integration. The Contract Documents represent the entire understanding of the City and Provider as to those matters contained herein, and supersedes and cancels any prior oral or written understanding,

promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

19. Title to Software. Provider represents and warrants that it is the sole owner of the Software or, if not the owner, that it has received all legally required authorizations from the owner to license the Software as contemplated herein, has the full power to grant the rights required by this Agreement, and that neither the Software, nor its use in accordance with the Contract Documents, will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person.

20. No Suspension of Use. Unless City is in breach of its obligations under this Agreement and has failed to cure such breach within the applicable cure period, in no event will Provider suspend City's access to the SaaS Solution and City Data unless such suspension is necessary to protect the integrity and security of Provider's network, in which case Provider will give City prompt notice of cause of such suspension and the anticipated duration thereof.

21. Infringement and Performance Breach Remedies. If it is asserted that any work furnished by Provider infringes any intellectual property right or is otherwise unlawful, Provider agrees to defend or settle any and all claims, complaints, actions, causes of action, demands, or any other request for compensation, at Provider's expense and to indemnify and hold the City harmless from any losses, costs, penalties, fines, damages or harm, including attorney's fees and legal expenses, incurred as a result of, or in any way arising out of, or on account of such assertion. Without the City's prior written approval, Provider shall not accept any liability on the City's behalf for the infringement, nor shall Provider reach a settlement that from the City perspective impairs the value or usefulness of the work that is the subject of the alleged infringement. Provider will also pay all damages, penalties, and costs that by final judgment, settlement or other resolution are assessed against the City due to such alleged or proven infringement and reimburse the City for any direct damages suffered by the City as a result of the alleged infringement, including but not limited to attorney's fees. Should Provider find, or be found, to have infringed on any intellectual property rights, Provider will procure; (i) a right for the City to continue using the applicable Software, (ii) a solution to mitigate the infringement, or (iii) a product to replace the infringing product that provides the functionality and complies with the specifications contained in the Contract Documents. The City shall not incur any additional costs related to the aforementioned remedies.

22. Termination.

a. Termination for Default. Subject to the right to cure contained in Section 22.b., the City may terminate this Agreement in whole or in part, at any time that the City determines that Provider is in material default of its obligations under the Contract Documents. Termination for default is effective on the date specified in the City's written notice of default. Should Provider fail to cure a default, then in addition to any other remedies provided by law or the Contract Documents, Provider shall compensate the City's actual costs to obtain substitute performance. A termination for default shall be deemed a termination for convenience if the termination for default is later found to be without justification.

b. Cure. Provider shall have a period of ten (10) days following a written notice of default to either cure such default or if such default cannot be cured within such period, to provide evidence satisfactory to City, in its sole discretion, that Provider is taking action to cure such default.

c. Termination for Convenience. This Contract may be terminated by the City, in whole or in part, upon ninety (90) days written notice to Provider, when the City determines this to be in its best interest. The termination for convenience is effective on the date specified in the City's written notice. Termination for convenience may entitle Provider to payment for reasonable costs allocable to the Contract Documents for work or costs incurred by Provider up to the date of termination. Provider shall not be paid compensation as a result of a termination for convenience that exceeds the amount payable under the Schedule of Charges.

d. Use of SaaS Solution. If there is a termination for any reason, the City shall have the right to elect to (i) continue use of the Software for the remainder of the period in which City has paid the license or subscription fee to Provider; or (ii) discontinue use of such Software in exchange for a proportional refund of such license or subscription fee.

23. Indemnification. To the fullest extent permitted by law, Provider shall defend, indemnify and hold the City, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Provider, its officials, officers, employees, subcontractors, Providers or agents in connection with the performance of Provider's services, the Project or this Agreement. In addition, Provider shall defend, with counsel of City's choosing and, at Provider's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against City or its Board, members of the Board, employees, and authorized volunteers. Provider shall pay and satisfy any judgment, award or decree that may be rendered against City or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Provider shall also reimburse City for the cost of any settlement paid by City or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Provider shall reimburse City and its Board, members of the Board, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

24. Insurance; Limitation on Liability; Exceptions.

a. Provider will comply with the "Insurance Requirements" of City, which are attached hereto as Exhibit "I" and included as a part of this Agreement.

b. Neither City, nor Provider, shall be liable to the other for any indirect or consequential damages, including lost profits, as a result of any breach of the Contract Documents.

c. Notwithstanding the foregoing, no limitation on liability contained in the Contract Documents shall apply to any third-party claim for personal injury or wrongful death arising from the negligent acts or willful misconduct of either party, its agents or assigns. Furthermore, no limitation on liability applicable to Provider shall apply to any third-party claim that the Software infringes upon the intellectual property rights of another party, nor to the obligation of Provider to deliver the Software and Services in accordance with the Scope of Work and Provider's warranty obligations.

25. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, including arbitration pursuant to Section 30, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

26. Documents. Provider shall deliver to City no less than one (1) full set of documentation, manuals and training materials for the Software and City shall have the right to copy such documents and materials for its own internal use of the Software.

27. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered in person or sent via commercial overnight delivery, addressed to each party at the address set forth on the signature page or such other address for which a party has given notice. Notice will be effective upon receipt.

28. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

29. Counterparts. This Agreement and any exhibits, amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original.

30. Arbitration. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in the County of San Mateo, California, pursuant to the rules of Judicial Arbitration and Mediation Services ("JAMS"), as amended or as augmented in this Agreement (the "Rules"). Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorney's fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within

thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify JAMS and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute. The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 1282.6. The deposition notice shall conform to Code of Civil Procedure section 1283. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure. Notwithstanding the election by the parties to arbitrate their disputes, nothing contained herein shall prevent a party from filing an action in a court of competent jurisdiction to seek any form of equitable remedy or relief.

31. Discrimination and Harassment Prohibited. Provider will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

32. Conflict of Interest. If disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Provider or any Provider personnel, Provider and/or affected Provider personnel will complete and file with the City Clerk the schedules specified by City and contained in the Statement of Economic Interests Form 700. Provider, for Provider and on behalf of Provider personnel, warrants that they have no interest, present or contemplated, in the projects affected by this Agreement. Provider further warrants that neither Provider nor any Provider personnel have any ancillary real property, business interests, or income that will be affected by this Agreement or, alternatively, that Provider will file an affidavit with City disclosing this interest.

33. Claims and Lawsuits. Provider acknowledges that if Provider submits a false claim to City, Provider may be subject to criminal prosecution for fraud. Provider also acknowledges that California Government Code sections 12650 et seq. (the False Claims Act) applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. This includes false claims made with deliberate ignorance of false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Provider acknowledges that filing a false claim may subject Provider to an administrative disbarment proceeding. As a result of such proceeding, Provider may be prevented from act as a Provider on any public work or improvement for a period of up to five (5) years. Provider acknowledges that disbarment by another jurisdiction is grounds for City to terminate this Agreement.

34. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Provider under this Agreement are as follows:

For City:

City of Redwood City

Attention: _____

1017 Middlefield Road

Redwood City, CA 94063

(650) 780-7000

_____ @ _____

For Provider:

Name:

Title:

Address:

Phone:

Email:

DRAFT

Except as otherwise stated, all notices provided under this Agreement must be in writing and will be deemed delivered on receipt as follows: (i) in person; (ii) via commercial overnight courier; or (iii) via electronic mail as long as receipt of the electronic mail is confirmed by the recipient via return electronic mail. Each party will notify the other immediately of any changes to the above addresses.

[signature page follows]

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City

CITY OF REDWOOD CITY

By: _____

Name: _____

Title: _____

Address:

Phone: _____

Email: _____

PROVIDER

a _____ corporation

SOFTWARE PROCUREMENT & PROFESSIONAL SERVICES AGREEMENT

CITY ATTORNEY APPROVED VERSION 10-31-25 LF

By: _____

Name: _____

Title: _____

Address:

Phone: (____) ____ - ____

Email: _____

EXHIBIT A

SCHEDULE OF SOFTWARE

See Attached

DRAFT

EXHIBIT B

SCHEDULE OF SERVICES

See Attached

DRAFT

EXHIBIT C

CLOUD SERVICES SLA

See Attached

DRAFT

EXHIBIT D

TERMS OF SERVICE ADDENDUM

See Attached

DRAFT

EXHIBIT E

PERFORMANCE SCHEDULE

See Attached

DRAFT

EXHIBIT F

FEE SCHEDULE

See Attached

DRAFT

EXHIBIT G

SCHEDULE OF SUPPORT SERVICES

Provider will provide support to City to resolve errors with the SaaS Solution in accordance with the following schedule:

- | | |
|-----------------------|---|
| Critical – Priority 1 | Issue is critical to the City – City staff and/or users can't access the SaaS Solution. |
| High – Priority 2 | Issue is severe but there is a workaround available. |
| Medium – Priority 3 | Issue is non-severe but requires follow up work to be performed. |
| Low – Priority 4 | Issue is non-critical for the City and requires that it is corrected as time permits. |

Level Resolution Time

- Priority 1 <= 1 day
- Priority 2 <= 7 days
- Priority 3 <= 20 days
- Priority 4 <= 45 days

EXHIBIT H

SECURITY POLICY

See Attached

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EXHIBIT I

INSURANCE REQUIREMENTS

A. Provider, at its sole expense, will maintain the types of coverages and minimum limits indicated below. These minimum amounts of coverage will not constitute any limitations or cap on Provider's indemnification obligations under this Agreement.

- Commercial General Liability Insurance. Provider will maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.
- Business Automobile Liability Insurance. Provider will maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.
- Workers' Compensation Insurance and Employer's Liability Insurance. Provider will maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease, and as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.
- Professional Liability Insurance. Provider will maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.
- Third party cyber liability insurance. Provider will maintain cyber liability coverage with limits not less than \$1,000,000 per claim. Coverage will be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement and will include, but not be limited to, claims involving 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, alteration of electronic information, extortion and network security. The policy will provide coverage for

breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

B. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Provider providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

C. Prior to City's execution of this Agreement, Provider will provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event will Provider commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

D. If Provider fails to comply with these insurance requirements, then City will have the option to declare Provider in breach.

PLEASE SUBMIT ALL PAGES OF THIS SAMPLE AGREEMENT AND SUBMIT ALL PAGES OF THE RFP

ATTACHMENT C – PROPOSAL PRICING FORM

Proposal Provision	Assumptions (if applicable)	Cost